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NEW DELHI, JUNE 24—JUNE 30, 2007, SATURDAY/ASADHA 3—ASADHA 9, 1929

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
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कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)
नई दिल्ली, 19 जून, 2007

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS
(Department of Personnel and Training)
New Delhi, the 19th June, 2007

का.आ. 1846.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मध्य प्रदेश उच्च न्यायालय, इंदौर में केंद्रीय अन्वेषण ब्यूरो के रिटर्नर काउंसिल श्री अजय गुप्ता, अधिवक्ता को उक्त उच्च न्यायालय में दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजन, अपीलें अथवा अन्य मामलों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

S.O. 1846.—In exercise of the powers conferred by the provisions of sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Ajay Gupta, Advocate and Retainer Counsel of Central Bureau of Investigation, in the Madhya Pradesh High Court at Indore, as Special Public Prosecutor, for conducting prosecution, appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment in the aforesaid High Court.

[सं. 225/40/2006-ए.पी.डी.-II]

चन्द्र प्रकाश, अवर सचिव

[No. 225/40/2006-AVD-III]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 19 जून, 2007

का.आ. 1847.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मध्य प्रदेश उच्च न्यायालय, जबलपुर में केन्द्रीय अन्वेषण ब्यूरो के सर्वश्री जयंत नीखरा और सतीश चन्द्र शर्मा, अधिवक्ताओं और रिटेनर काउंसिल को उक्त उच्च न्यायालय में दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजनों, अपीलों, पुनरीक्षणों अथवा अन्य मामलों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/40/2006-ए.वी.डी.-II]

चन्द्र प्रकाश, अवर सचिव

New Delhi, the 19th June, 2007

S.O. 1847.—In exercise of the powers conferred by the provisions of sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints S/Shri Jayant Neekhara and Satish Chandra Sharma, Advocates and Retainer Counsels of Central Bureau of Investigation, in the Madhya Pradesh High Court at Jabalpur, as Special Public Prosecutors, for conducting prosecution, appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment in the aforesaid High Court.

[No. 225/40/2006-AVD-II]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 18 जून, 2007

का.आ. 1848.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और दिनांक 9-4-1990 के भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग, (बैंकिंग प्रभाग) की अधिसूचना सं. 13/5/89-बीओ-III तथा तत्पश्चात् दिनांक 26-7-1994, 18-2-2005 तथा 3-8-2006 को भारत के राजपत्र में प्रकाशित अधिसूचना सं. का.आ. सं. 632, 711 तथा 3233 का अधिक्रमण करते हुए, ऐसे अधिक्रमण से पूर्व उन बातों के सिवाय, जिन्हें किया गया है या किए जाने के लिए छोड़ दिया गया है, केन्द्र सरकार, एतद्वारा, सरकार के राजपत्रित अधिकारी के स्तर के समकक्ष अधिकारी होने पर निम्नलिखित सारणी के कालम (1) में उल्लिखित अधिकारी को उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी के रूप में नियुक्त करती है जो सारणी के कालम (2) में उल्लिखित सरकारी स्थानों के संबंध में उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे और उन्हें सौंपे गए कर्तव्यों को पूरा करेंगे :-

सारणी

अधिकारी का पदनाम	सरकारी स्थानों की श्रेणियों तथा क्षेत्राधिकार की स्थानीय सीमाएं
सहायक महाप्रबंधक (विधि), देना बैंक, प्रधान कार्यालय, मुम्बई	देना बैंक, जिसका प्रधान कार्यालय, मुम्बई में है, के स्वामित्व वाले/ उनकी संपत्ति वाले तथा उनके प्रशासनिक नियंत्रण वाले समूचे भारत में स्थित स्थान

[फा.सं. 13/2/2005-बीओ-II]

एस. गोपाल कृष्ण, अवर सचिव

MINISTRY OF FINANCE

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 18th June, 2007

S.O. 1848.—In exercise of the powers conferred by Section 3 of Public Premises (Eviction of unauthorised occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Finance, Department of Economics Affairs (Banking Division) No. 13/5-89-B.O.-III dated 9-4-1990 and subsequent notification published in the Gazette of India under S.O. 632, 711, 3233 dated 26-7-1994, 18-2-2005 and 3-8-2006 except in respect of things done or omitted to be done before such supersession, the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being officer equivalent to the rank of a Gazetted Officer of Government to be Estate Officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the Estate Officer by or under the said Act in respect of the public premises specified in column (2) of the said table.

TABLE

Designation of the Officer	Categories of Public premises and local limits of jurisdiction
(1)	(2)
Asstt. General Manager (Law), Dena Bank, Head Office, Mumbai	Premises situated anywhere in India owned by/belonging to, and under the administrative control of the Dena Bank having Head Office at Mumbai.

[F.No. 13/02/2005-BO-II]

S. GOPAL KRISHNA, Under Secy.

(राजस्व विभाग)

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 18 जून, 2007

आयकर

का.आ. 1849.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि संगठन सीलाबती किरितिलाल

मेहता मेडिकल ट्रस्ट रिसर्च सेंटर, मुम्बई को अंशतः शोध कार्य में संलग्न 'अन्य संस्था' की श्रेणी के अंतर्गत आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग एवं 5घ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खण्ड (ii) के प्रयोजनार्थ केन्द्र सरकार के द्वारा दिनांक 1-4-2003 से निम्नलिखित शर्तों के अधीन अनुमोदित किया जाता है, नामतः—

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन बही-खाता रखेगा तथा उक्त अधिनियम की धारा 288 की उपधारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत अन्य विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा।
- (iv) संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रस्तुत राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन:—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5घ के साथ पठित उक्त अधिनियम की धारा 35 की उपधारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 204/2007/फ.सं.203/52/2004-आ.का.नि.-II]

रेनु जोहरी, निदेशक

(Department of Revenue)
(Central Board of Direct Taxes)
New Delhi, the 18th June, 2007
(Income-tax)

S.O. 1849.—It is hereby notified for general information that the organization Lilavati Kiritilal Mehta Medical Trust Research Centre, Mumbai has been approved by the Central Government of the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5D of the Income-tax Rules, 1962 (said Rules), with effect from 1-4-2003 in the category of 'other Institution', partly engaged in research activities subject to the following conditions, namely:—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain books of accounts and get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:—

- (a) fails to maintain books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of

Section 35 of the said Act read with rules 5C and 5D of the said Rules.

[Notification No. 26/2007/F.No. 203/52/2004/ITA-II]

RENU JAUHRI, Director

(आर्थिक कार्य विभाग)

(बैंकिंग तथा बीमा प्रभाग)

नई दिल्ली, 20 जून, 2007

क्र.आ. 1850.—बीमांकक अधिनियम, 2006 (2006 का 35) की धारा 12 की उप-धारा (2) के खंड (ख) (i) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री जी.सी. चुतर्वेदी, संयुक्त सचिव, बैंकिंग तथा बीमा प्रभाग को वित्त मंत्रालय का प्रतिनिधित्व करने के लिए भारतीय बीमांकक संस्थान परिषद में सदस्य के रूप में, अगले आदेशों तक नामित करती है।

[फा. सं. 97/11/2003-बीमा-III]

ललित कुमार, उप सचिव (बीमा)

(Department of Economic Affairs)

(Banking and Insurance Division)

New Delhi, the 20th June, 2007

S.O. 1850.—In exercise of the powers conferred by clause (b) (i) of sub-section (2) of Section 12 of the Actuaries Act, 2006 (35 of 2006), the Central Government hereby nominates Shri G.C. Chaturvedi, Joint Secretary, Banking and Insurance Division as a member of the Council of the Institute of Actuaries of India to represent the Ministry of Finance, till further orders.

[F.No. 97/11/2003-fns. III]

LALIT KUMAR, Dy. Secy. (Ins.)

कार्षिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्षिक और प्रशिक्षण विभाग)

नई दिल्ली, 15 जून, 2007

क्र.आ. 1851.—केन्द्रीय सरकार एतद्वारा खंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री अनिल बहल, एडवोकेट, देहरादून; श्री जय प्रकाश शर्मा, एडवोकेट, और श्री सहा प्रकाश निर्भय, एडवोकेट, गाजियबाद को गाजियबाद, उत्तर प्रदेश स्थित के.अ. ब्यूरो के मामलों के लिए विशेष जज का न्यायालय में के.अ. ब्यूरो मामला सं. आरसी. I (एस)/2007/एससीबी-I/दिल्ली से आरसी-19 (एस)/2007/एससीबी-1/दिल्ली तक (निवारी समूह मामले) दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजनों, अपीलें, पुनरीक्षणों अथवा अन्य मामलों को संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/20/2007-ए.पी.डी.-II]

चंद्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 15th June, 2007

S.O. 1851.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints S/Shri Anil Behl, Advocate, Dehradun, Jai Prakash Sharma and Brahm Prakash Nirbhya, Advocates, Ghaziabad as Special Public Prosecutors for conducting the prosecution of case Nos. RC 1(S)/2007/SCB-I/Delhi to 19(S)/2007/SCB-I/Delhi (Nithari Group of cases) instituted by the Delhi Special Police Establishment (CBI) in the Courts at Ghaziabad and appeals/revisions or other matters connected therewith or incidental thereto, in the Appellate Courts, Court of Revision, or in any other Court.

[F.No. 225/20/2007-AVD-II]

CHANDRA PRAKASH, Under Secy.

राष्ट्रीय आपदा प्रबंधन प्राधिकरण

नई दिल्ली, 14 जून, 2007

क्र.आ. 1852.—आपदा प्रबंधन अधिनियम, 2005 (2005 का 53) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राष्ट्रीय आपदा प्रबंधन प्राधिकरण (एन.डी.एम.ए.), एतद्वारा, एन.डी.एम.ए. के लिए सलाहकार समिति का गठन करता है जिसमें निम्नलिखित सदस्य शामिल होंगे :

1. सुश्री कुमुद बंसल, आई. ए. एस. (सेवानिवृत्त), पूर्व सचिव, प्राथमिक शिक्षा एवं साक्षरता, मानव संसाधन विकास मंत्रालय, भारत सरकार, 7-एस दिलवाड़ा, महर्षि कर्वे मार्ग, कूपरेज टेलीफोन एक्सचेंज के आगे, मुम्बई-400021.
2. सुश्री सुषमा चौधरी, आई. ए. एस. (सेवानिवृत्त), पूर्व प्रधान सलाहकार, योजना आयोग, बी 1/1208, वसंत कुंज, नई दिल्ली-110070.
3. प्रो. एस. के. दुबे, निदेशक, भारतीय तकनीकी संस्थान, खडगपुर-721302, पश्चिम बंगाल
4. प्रो. हर्ष गुप्ता, पूर्व निदेशक, राष्ट्रीय भू-भैतिकी अनुसंधान संस्थान, डम्पल रोड, हैदराबाद-500007.
5. श्री संजय हजारीका, प्रबंधक न्यासी, पूर्वोत्तर अध्ययन एवं नीति अनुसंधान केन्द्र, डी-66143/3, वसंत कुंज, नई दिल्ली-110070.

6. डॉ. पी. के. अंगार, पूर्व अध्यक्ष,
परमाणु ऊर्जा आयोग, 33, सरस बाग, देवनागर,
मुम्बई-400088.
7. लेफ्टिनेंट जनरल देवेन्द्र कुमार, पी.बी.एस.एम.,
वी.एस.एम. बी.ए. अग्र (सेवानिवृत्त)
पूर्व सिग्नल ऑफिसर-इन-चीफ, भारतीय सेना,
मकान सं. 2911-एच, सेक्टर-23, गुरुगांव-122001
हरियाणा।
8. श्री आलोक मुखोपाध्याय, मुख्य कार्यकारी,
भारतीय स्वैच्छिक स्वास्थ्य संघ (बी.एच.ए.आई.),
बो-40, क़ुतुब इन्स्टीट्यूशनल एरिया, नई
दिल्ली-110016
9. डॉ. आर. के. फर्चरी, महानिदेशक,
ऊर्जा एवं संसाधन संस्थान (टी.ई.आर.आई.),
दरबारी सेठ ब्लॉक, इंदिरा हैबिटेट सेंटर कॉम्प्लेक्स,
लोधी रोड, नई दिल्ली-110003
10. श्री आर. एस. प्रसाद, पूर्व अध्यक्ष,
केन्द्रीय जल आयोग, 48, इंजीनियर्स इन्क्लेव,
पितामपुरा,
नई दिल्ली-110034
11. डॉ. डी. आर. सिकका, पूर्व निदेशक,
भारतीय उष्णकटिबंधीय मौसम विज्ञान संस्थान,
40, मौसम विहार, नई दिल्ली-110051
12. लेफ्टिनेंट जनरल बी.के. सुंद, पी.बी.एस.एम.,
ए.बी.एस.एम. (सेवानिवृत्त), पूर्व डप सेनाध्यक्ष,
आई-106, सोम विहार अपार्टमेंट्स, आर.के. पुरम,
नई दिल्ली-110022

2. स्लाइडकार समिति का कार्यकाल इस अधिसूचना के
प्रकाशन की तारीख से दो वर्ष का होगा।

3. स्लाइडकार समिति के सदस्यों को वही भत्ता भत्ते, कमरे का
किराया, दैनिक भत्ते तथा वाहन भत्ते दिए जाएंगे जो अनुसूचक नियम
190 के परिशिष्ट-2 में यथा उल्लिखित उच्चाधिकार प्राप्त समिति के
सदस्य को अनुमेय हैं।

[फ. सं. 49/मिस/2006/एन.डी.एम.ए.-प्रशा.]

एच. एस. ब्रह्मा, अपर सचिव

NATIONAL DISASTER MANAGEMENT AUTHORITY

New Delhi, the 14th June, 2007

S. O. 1852.— In exercise of the powers conferred
by Sub-section (1) of Section 7 of the Disaster Management
Act, 2005 (53 of 2005), the National Disaster Management
Authority (NDMA) hereby constitutes the Advisory

Committee for the NDMA, with the following as
Members:

1. Ms. Kumud Bansal, IS (Retd.),
Former Secretary,
Elementary Education and Literacy,
Ministry of Human Resource Development,
GOI, 7-S, Dilwara, Maharshi Karve Marg,
Next to Cooperaage Telephone Exchange,
Mumbai-400021
2. Ms. Sushma Chaudhary, IAS (Retd.),
Former Principal Adviser, Planning Commission,
B-1/1208, Vasant Kunj,
New Delhi-110070
3. Prof. S. K. Dube, Director,
Indian Institute of Technology,
Kharagpur-721302, West Bengal.
4. Prof. Harsh Gupta, Former Director,
National Geophysical Research Institute,
Uppal Road, Hyderabad-500007
5. Shri Sanjoy Hazarika, Managing Trustee,
Centre for North East Studies and Policy
Research, D-6, 6143/3, Vasant Kunj,
New Delhi-110070
6. Dr. P. K. Iyengar, Former Chairman,
Atomic Energy Commission,
33, Saras Baug, Deonar,
Mumbai-400088
7. Lt. Gen. Davinder Kumar, PVSM, VSM BAR
(Retd.),
Former Signal Officer-in-Chief of the Indian
Army,
House No. 2911-H, Sector-23, Gurgaon-122001.
Haryana
8. Shri Alok Mukhopadhyay,
Chief Executive, Voluntary Health Association
of India (VHA),
B-40, Qutab Institutional Area,
New Delhi-110016
9. Dr. R. K. Pachauri,
Director General, the Energy & Resources
Institute (TERI),
Darbari Seth Block, Indian Habitat Centre
Complex, Lodhi Road,
New Delhi-110003
10. Shri R. S. Prasad, Former Chairman,
Central Water Commission,
48, Engineers Enclave, Pitampura,
New Delhi-110034
11. Dr. D. R. Sikka, Former Director,
Indian Institute of Tropical Meteorology,
40, Mausam Vihar,
New Delhi-110051

12. Lt. Gen. V. K. Sood, PVSM, AVSM (Retd.),
Former Vice Chief of Army Staff,
I-106, Som Vihar Apartments,
R. K. Puram, New Delhi-110022

2. The term of the Advisory Committee shall be two years from the date of publication of this Notification.

3. The Members of the Advisory Committee shall be paid such travelling allowances, room rent, daily allowances and conveyance allowance, as are admissible to a Member of the High Power Committee as specified in Appendix-2 to Supplementary Rule 190.

[F. No. 49/Misc/2006/NDMA-Admin.]

H. S. BRAHMA, Addl. Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 8 जून, 2007

का.आ. 1853.—केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (ग) के अनुसार नई दिल्ली के पंजीकृत चिकित्सा स्नातक निर्वाचन क्षेत्र में निर्वाचन करवाया है जहाँ से डॉ. देविन्दर सिंह राणा, चरिष्ठ परामर्शदाता (वृक्क विज्ञानी), सर गंगा राम अस्पताल, दिल्ली को इस अधिसूचना के जारी होने की तारीख से भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में पांच वर्षों के लिए निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसार नई दिल्ली के पंजीकृत चिकित्सा स्नातक निर्वाचन क्षेत्र में निर्वाचन करवाया है जहाँ से डॉ. देविन्दर सिंह राणा, चरिष्ठ परामर्शदाता (वृक्क विज्ञानी), सर गंगा राम अस्पताल, दिल्ली को इस अधिसूचना के जारी होने की तारीख से भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में पांच वर्षों के लिए निर्वाचित किया गया है।

उक्त अधिसूचना में "धारा 3 की उपधारा (1) में खण्ड (ग) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 19 के बाद निम्नलिखित प्रविष्टियाँ जोड़ी जाएंगी, अर्थात् :-

"20. डॉ. देविन्दर सिंह राणा, आर. एम. जी. दिल्ली चरिष्ठ परामर्शदाता (वृक्क विज्ञानी), सर गंगा राम अस्पताल, दिल्ली"

[सं. बी-11013/3/2005-एम ई (नीति-1)]

टी. जे. एस. चावला, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 8th June, 2007.

S. O. 1853.—Whereas the Central Government in pursuance of clause (c) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) has

conducted the election from the Registered Medical Graduate Constituency of Delhi where from Dr. Devinder Singh Rana, Sr. Consultant (Nephrologist), Sir Ganga Ram Hospital, Delhi has been elected to be member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said notification, under the heading, 'Elected under clause (c) of sub-section (1) of section 3', after serial No. 19, the following entries shall be added, namely :—

"20. Dr. Devinder Singh Rana
Sr. Consultant (Nephrologist)
Sir Ganga Ram Hospital
Delhi"

[No. V-11013/3/2005-ME (Policy-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 12 जून, 2007

का.आ. 1854.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956, (1956) का 102 की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त प्रथम अनुसूची में "कुवेम्पु विश्वविद्यालय" और उससे संबद्ध प्रविष्टियों के बाद "राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय बंगलौर" जोड़ा जाएगा और "राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय" के सामने 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [(इसके बाद स्तंभ (2) के रूप में संदर्भित)] शीर्षक के अंतर्गत और 'पंजीकरण के लिए संक्षेपण' [(इसके बाद स्तंभ (3) के रूप में संदर्भित)] के अंतर्गत निम्नलिखित जोड़ा जाएगा; अर्थात् :-

(2)	(3)
आयुर्विज्ञान तथा शल्य विज्ञान स्नातक	एम. बी. बी. एस. (यह मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह ए. जे. आयुर्विज्ञान संस्थान मंगलौर, कर्नाटक के छात्रों के संबंध में मार्च, 2007 में अथवा उसके बाद प्रदान की गई हो।)

[सं. यू. 12012/43/2001-एम ई (पी-11)]

के. बी. एस. राव, उप सचिव

New Delhi, the 12th June, 2007

S. O. 1854.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical

Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said First Schedule after "Kuvempu University" and entries thereto "Rajiv Gandhi University of Health Sciences, Bangalore" shall be added and against "Rajiv Gandhi University of Health Sciences, Bangalore" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], and under the heading "abbreviation for Registration" [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be recognized medical qualification when granted on or after March, 2007 in respect of students of A.J. Institute of Medical Sciences, Mangalore, Karnataka)

[No. U. 12012/43/2001-ME(P-II)]

K. V. S. RAO, Dy. Secy.

नई दिल्ली, 12 जून, 2007

क्र.आ. 1855.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956, (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त प्रथम अनुसूची में "कुवेम्पु विश्वविद्यालय" और उससे संबद्ध प्रविष्टियों के बाद "राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय बंगलूर" जोड़ा जाएगा और "राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय" के सामने 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [इसके बाद स्तंभ (2) के रूप में संदर्भित] शीर्षक के अंतर्गत और 'पंजीकरण के लिए संक्षेपण' [(इसके बाद स्तंभ (3) के रूप में संदर्भित)] के अंतर्गत निम्नलिखित जोड़ा जाएगा; अर्थात्:—

(2)	(3)
आयुर्विज्ञान तथा शल्य विज्ञान स्नातक	एम. बी. बी. एस. (यह मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह नवोदय आयुर्विज्ञान महाविद्यालय, गयचूर, कर्नाटक के छात्रों के संबंध में मार्च, 2007 में अथवा उसके बाद प्रदान की गई हो।)

[सं. यू. 12012/76/2001-एम ई (पी-II)]

के. वी. एस. राव, उप सचिव

New Delhi, the 12th June, 2007

S. O. 1855.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said First Schedule after "Kuvempu University" and entries thereto "Rajiv Gandhi University of Health Sciences, Bangalore" shall be added and against "Rajiv Gandhi University of Health Sciences, Bangalore" under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], and under the heading "abbreviation for Registration" [hereinafter referred to as column (3)], the following shall be inserted, namely:—

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be recognized medical qualification when granted on or after March, 2007 in respect of students of Navodaya Medical College, Raichur Karnataka)

[No. U. 12012/76/2001-ME(P-II)]

K. V. S. RAO, Dy. Secy.

नई दिल्ली, 12 जून, 2007

क्र.आ. 1856.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956, (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त प्रथम अनुसूची में "कुवेम्पु विश्वविद्यालय" और उससे संबद्ध प्रविष्टियों के बाद "राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलूर" जोड़ा जाएगा और "राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलूर" के सामने 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [इसके बाद स्तंभ (2) के रूप में संदर्भित] शीर्षक के अंतर्गत और 'पंजीकरण के लिए संक्षेपण' [इसके बाद स्तंभ (3) के रूप में संदर्भित] के अंतर्गत निम्नलिखित जोड़ा जाएगा; अर्थात्:—

(2)	(3)
आयुर्विज्ञान तथा शल्य विज्ञान स्नातक	एम. बी. बी. एस. (यह मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह वैदेही आयुर्विज्ञान संस्थान एवं अनुसंधान केन्द्र, बंगलूर, कर्नाटक के छात्रों के संबंध में मार्च, 2007 में अथवा उसके बाद प्रदान की गई हो।)

[सं. यू. 12012/33/2001-एम ई (पी-II)]

के. वी. एस. राव, उप सचिव

New Delhi, the 12th June, 2007

S.O. 1856.— In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said First Schedule after “Kuvempu University” and entries thereto “Rajiv Gandhi University of Health Sciences, Bangalore” shall be added and against “Rajiv Gandhi University of Health Sciences, Bangalore” under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], and under the heading ‘abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely :—

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M. B. B. S. (This shall be recognized medical qualification when granted on or after March, 2007 in respect of students of Vydehi Institute of Medical Sciences and Research Centre, Bangalore, Karnataka)

[No. U. 12012/33/2001-ME(P-II)]

K. V. S. Rao, Dy. Secy.

नई दिल्ली, 12 जून, 2007

का.आ. 1857.— भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956, (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त प्रथम अनुसूची में “कुरुक्षेत्र विश्वविद्यालय” और उससे संबद्ध प्रविष्टियों के बाद “महर्षि दयानंद विश्वविद्यालय, रोहतक, हरियाणा” जोड़ा जाएगा और “महर्षि दयानंद विश्वविद्यालय, रोहतक, हरियाणा” के सामने ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ [(इसके बाद स्तंभ (2) के रूप में संदर्भित)] शीर्षक के अंतर्गत और ‘पंजीकरण के लिए संक्षेपण’ [इसके बाद स्तंभ (3) के रूप में संदर्भित के अंतर्गत निम्नलिखित जोड़ा जाएगा ; अर्थात् :—

(2)	(3)
आयुर्विज्ञान तथा शल्य चिकित्सा स्नातक	एम. बी. बी. एस. (यह मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह महाराजा अग्रसेन मेडिकल कालेज, अग्रोहा, हिसार, हरियाणा के छात्रों के संबंध में मार्च, 2007 में अथवा उसके बाद प्रदान की गई हो।)

[सं. यू. 12012/64/2000-एम ई (पी-II)]

के. वी. एस. राव, उप सचिव

New Delhi, the 12th June, 2007

S.O. 1857.— In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956, (102 of 1956) the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said First Schedule after “Kurukshetra University” and entries thereto “Maharishi Dayanand University, Rohtak, Haryana” shall be added and against “Maharishi Dayanand University, Rohtak, Haryana” under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], and under the heading of ‘abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely :—

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M. B. B. S. (This shall be recognized medical qualification when granted on or after March, 2007 in respect of students of Maharaja Agrasen Medical College, Agroha, Hisar, Haryana).

[No. U. 12012/64/2000-ME(P-II)]

K. V. S. Rao, Dy. Secy.

नई दिल्ली, 12 जून, 2007

क्र.आ. 1858.— भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956, (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त प्रथम अनुसूची में “राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर और उससे संबंध प्रविष्टियों के बाद “अमृता विश्वविद्यालय, (सम विश्वविद्यालय), कोची” जोड़ा जाएगा और “अमृता विश्वविद्यालय (सम विश्वविद्यालय), कोची” के सामने मान्यता प्राप्त आयुर्विज्ञान अर्हता [(इसके बाद स्तंभ (2) के रूप में संदर्भित)] शीर्षक के अंतर्गत और ‘पंजीकरण के लिए संक्षेपण’ [(इसके बाद स्तंभ (3) के रूप में संदर्भित)] के अंतर्गत निम्नलिखित जोड़ा जाएगा ; अर्थात् :—

(2)	(3)
आयुर्विज्ञान तथा सत्य विज्ञान स्वातंत्र्य	एम. बी. बी. एस. (यह मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह अमृता आयुर्विज्ञान संस्थान एवं अनुसंधान केन्द्र, कोची के छात्रों के संबंध में मार्च, 2007 में अथवा उसके बाद प्रदान की गई हो।)

[सं. यू. 12012/72/2001-एम ई (पी-11)]

के. वी. एस. राव, उप सचिव

New Delhi, the 12th June, 2007

S.O. 1858.— In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956, (102 of 1956) the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said First Schedule after “Rajiv Gandhi University of Health Sciences, Bangalore” and entries thereto “Amrita Vishwa Vidyapeetham (Deemed University), Kochi” shall be added and against “Amrita Vishwa Vidyapeetham (Deemed University), Kochi” under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], and under the heading ‘abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely :—

(2)	(3)
Bachelor of Medicine and Bachelor of Surgery	M. B. B. S. (This shall be recognized medical qualification when granted on or after March, 2007 in respect of students of Amrita Institute of Medical Sciences & Research Centre, Kochi)

[No. U. 12012/72/2001-ME(P-II)]

K. V. S. Rao, Dy. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 20 जून, 2007

क्र.आ. 1859.—केंद्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक निबंधनाधीन भारतीय खाद्य निगम के निम्नलिखित कार्यालय, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करता है :—

1. विलस कार्यालय,
भारतीय खाद्य निगम,
17-सी/डी, गांधी नगर,
जम्मू-180004

[सं. ई-11011/1/2001-हिन्दी]

संजय कुमार श्रीवास्तव, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Food and Public Distribution)

New Delhi, the 20th June, 2007

S. O. 1859.—In pursuance of sub-rule (4) of Rule 10 of the Official language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office of Food Corporation of India under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Department of Food & Public Distribution), where of more than 80% of staff have acquired the working knowledge of Hindi.

1. District office,
Food Corporation of India,
19-C/D, Gandhi Nagar, Jammu-180004

[No.E-11011/1/2001-Hindi]

S. K. SRIVASTAVA, Jr. Secy.

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 20 जून, 2007

का.आ. 1860.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में एतद्वारा अधिसूचित किया जाता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं और वापिस ले लिये गए हैं :

अनुसूची

क्रम संख्या	रद्द किये गये मानक की संख्या और वर्ष	भारत के राजपत्र भाग 2, खंड 3, उप खंड (ii) में का.आ. संख्या और तिथि प्रकाशित	टिप्पणी
(1)	(2)	(3)	(4)
1.	आई एस 4435 : 1967	का.आ. संख्या 1720 दिनांक 18-05-1968	
2.	आई एस 10324 : 1982	का.आ. संख्या 3328 दिनांक 27-09-1986	
3.	आई एस 3076 : 1985	का.आ. संख्या 1535 दिनांक 02-06-1990	
4.	आई एस 13711 : 1993	का.आ. संख्या 1745 दिनांक 30-07-1994	

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञा.-एफ. एवं प्रमुख (सिविल इंजीनियरी)

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 20th June, 2007

S. O. 1860.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, it is hereby notified that the Indian Standards, particulars of which are mentioned in the Schedule given hereafter, have been cancelled and stand withdrawn.

SCHEDULE

Sl.No.	No. and year of the Indian Standards Cancelled	S.O. No. & Date published in the Gazette of India, Part-II, Section-3, Sub-section (ii)	Remarks
(1)	(2)	(3)	(4)
1.	IS 4435 : 1967	S.O. No. 1720 Dated 18-05-1968	
2.	IS 10325 : 1982	S.O. No. 3328 Dated 27-09-1986	
3.	IS 3076 : 1985	S.O. No. 1535 Dated 02-06-1990	
4.	IS 13711 : 1993	S.O. No. 1745 Dated 30-07-1994	

[Ref. No. CED/Gazette]

A. K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली 2: जून, 2007

क्रा.आ. 1861.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1968 के विनियम 4 उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

मई 2007 में स्वीकृत किये गये अनुज्ञप्ति

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बन्ध भारतीय मानक का शीर्षक	स्वीकृत करने की तिथि
1.	7736084	द स्ट्रॉलिंग सरजिकल कंपनी, जे 18, पहला फेस, इंडस्ट्रीयल एस्टेट, जी आई डी सी, वापी 396 195	हैंडलूम काटन बेंडेज क्लाय नान सर्टिफाइड 863:1988	30-4-2007
2.	7735688	वी एस सोनी तथा कंपनी, सर्फ बाजार, पंचमहल 389 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	30-4-2007
3.	7735991	राज एंटरप्राइस, ए/25/117, कृष्णा इंडस्ट्रीयल एस्टेट, बी आई डी सी, गोरवा रोड, चंदोदा 390016	पैकेजबंद पेयजल 14543:2004	27-4-2007
4.	7737086	श्रीजी ज्वैलर्स, 24, यूएल, अग्रवाल टावर, भुयंग देव चार रस्ता, शोला रोड, घाटलोडिया, अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	4-5-2007
5.	7737894	नानेश वेस्ट तथा केमिकल, 2906/1, जे टाईप, फर्स्ट फेस, जी आई डी सी, ता पारडी, वापी, बलसाद 396 195	पैकेजबंद पेयजल 14543:2004	9-5-2007
6.	7739902	घरेना ज्वैलर्स, 6, नंदिनी काम्प्लेक्स, नारायण नगर, बस स्टॉप के पास, बैठक रोड, नरोडा अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	14-5-2007
7.	7740176	श्री प्रमुख ज्वैलर्स, 12, राज मंदिर काम्प्लेक्स, हरि वल्लभ सोसाइटी के सामने, महा प्रभुजी बैठक के पास, नरोडा	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	14-5-2007
8.	7739292	स्वर्ण भूमि, 2 खुबीर पार्क, स्वामीनारायण सोसायटी के सामने, निकोलगाम रोड, पी ओ निकोल, अहमदाबाद 382 350	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	14-5-2007
9.	7739595	कनुभाई ज्वैलर्स, जी ई 4-5 मंगल मूर्ति एपार्टमेंट, महालक्ष्मी प्रोजेक्ट स्टोर के पीछे, बिडसर प्लाजा के सामने, आर सी दत्त रोड, अलकापुरी बड़ोदा 390 005	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	14-5-2007

क्रम सं.	लाइसेंस सं.	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	स्वीकृत करने की तिथि
10.	7739494	सोनी विनोदकुमार ज्वैलर्स, 6/713, मोटा बाजार, नवसारी 395445	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	14-5-2007
11.	7739393	सिद्धी ज्वैलर्स, 7, नंदीनी शॉपिंग सेंटर, नारायण नगर बस स्टैंड के पास, नरोडा, अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	14-5-2007
12.	7740277	लक्ष्मी ज्वैलर्स, पूजा चैमबर्स, डा गिरधर पटेल मार्ग, गुरुनानक चौक, बनसकांटा 385 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	14-5-2007
13.	7739797	अमर ज्वैलर्स प्रा. लि., 18 ई, नोथ नंबर 363/3, श्रीजी आवास, पटेल समाज के सामने, सरदार चौक, वारछा रोड, सूत 395 006	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	14-5-2007
14.	7739696	अमर ज्वैलर्स प्रा. लि., 18 ई, नोथ नंबर 363/3, श्रीजी आवास, पटेल समाज के सामने, सरदार चौक, वारछा रोड, सूत 395 006	चांदी एवं चांदी मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 2112 : 2003	14-5-2007
15.	7739801	रोशन गोल्ड पैलेस, 9, अभिमानु काम्पलैक्स, गोविंदवाडी के सामने, इसनपुर, अहमदाबाद 382 443	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	14-5-2007
16.	7740075	रागिना, 14, वाईट हाउस पैलेस रोड, बनसकांटा 385 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	14-5-2007
17.	7740984	पूनम ज्वैलर्स, जी एफ 21, श्याम शिखर काम्पलैक्स, अडानी हाइपर मार्केट के सामने बापूनगर, अहमदाबाद 380 024	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	16-5-2007
18.	7741279	श्री ज्वैलर्स, 4, श्रीनाथजी काम्पलैक्स, शिवम अस्पताल के नीचे, चांदस्तोडिया, अहमदाबाद 380 081	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	17-5-2007
19.	7741077	संगम ज्वैलर्स, शॉप नंबर 5, अमरदीप काम्पलैक्स, अंबा माता मंदिर के पास, धोबीवाड, वलसाद 396 001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	15-5-2007
20.	7741178	एस पी ज्वैलर्स, शॉप नंबर 1669/11, प्रगति बैंक के पास, हाइवे रोड, पी ओ थारा, बनसकांटा 385 555	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	17-5-2007

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	स्वीकृत करने की तिथि
21.	7741986	जे के ज्वैलर्स, कीर्ति कुंज सोसाइटी के पास, सरकारी एक कालोनी के सामने, शाह आसम तोलनाका, अहमदाबाद 380 022	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	18-5-2007
22.	7741885	न्यू मोन ज्वैलर्स, मणवीराम एस्टेट, जैन देरासर के पास, मणीनगर स्टेशन के सामने, अहमदाबाद 380 008	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	18-5-2007
23.	7742180	पारसमल इजारीमल चोकसी, 312, सत्यनारायण नगर, अज्जाद चौक, कमरा: इवाडी, अहमदाबाद 380 026	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	18-5-2007
24.	7742079	शिवम ज्वैलर्स, 113-114, सिड्डी विनायक काम्पलेक्स, शिवरंजनी क्रॉस रोड, सीटेलाइट, अहमदाबाद 380 015	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	18-5-2007
25.	7742685	सीमा ज्वैलर्स प्रा. लि. 207-208ए, सधीर काम्पलेक्स, म्यूनिसिपल मार्केट के सामने, सी जी रोड, नगरंगपुरा, अहमदाबाद 380 009	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	18-5-2007
26.	7742786	राज ज्वैलर्स, 40, म्यूनिसिपल मार्केट, स्टेशन रोड, गांधीनगर 382 721	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	18-5-2007
27.	7742887	कावेरी गोल्ड फैलेस, भमारिया नाला के पीछे, एस टी सर्कशॉप रोड, मेरुसाना 384002	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	18-5-2007
28.	7742584	डी एम ज्वैलर्स, 2, गौतम काम्पलेक्स, लाइब्रेरी के पीछे, दादनगवाड, नवसारी 396 445	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	18-5-2007
29.	7743081	उषा इन्डियनवेयर, सावर डेरी के पास, भाटाकेन्द्र के सामने, एट तथा पोस्ट गाहोडा, हिम्मतनगर, साबरकाण्ठ 383 001	पैकेजबंद पेयजल 14543 : 2004	15-5-2007
30.	7744689	अर्जुनदास तथा सन्स, शॉप नंबर 98, झुलेलाल मंदिर, सरदार नगर, अहमदाबाद 382 475	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/ शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	24-5-2007

[सं. सी एम डी/13:11]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 22nd June, 2007

S.O. 1861.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE**Licence Granted for the month of May 2007**

Sl. No.	Licence No.	Name and address of the licensee	Article/process with relevant Indian Standard covered by the licensee	Date of Grant of license
1.	7736084	The Sterling Surgical Company J-18, First Phase, Industrial Estate, GIDC, Vapi 396 195	Handloom Cotton Bandage Cloth, Non-Sterilized IS 863 : 1988	30-4-2007
2.	7735088	V.S. Soni & Co., Saraf Bazar, Distt. Panchmahal 389 001	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417:1999	30-4-2007
3.	7735991	Raj Enterprises, A/25/117, Krishna Indl. Estate, Opp. BIDD, Gorwa Road, Vadodara 390 016	Packaged Drinking Water (other than Packaged Natural Mineral Water) 14543 : 2004	27-04-2007
4.	7737086	Shreeji Jewellers, 24, UL, Agrawal Tower, Bhuyangdev Char Rasta, Sola Road, Ghatlodia, Ahmedabad 380 061	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417 : 1999	4-5-2007
5.	7737894	Nanesh Waste & Chemicals, 2906/1, J Type, First Phase, GIDC, TA: Pardi, Vapi Valsad 396 195	Packaged Drinking Water (other than Packaged Natural Mineral Water) 14543 : 2004	4-5-2007
6.	7739902	Gharena Jewellers, 6, Nandini Complex, NR Narayan Nager Bus-Stop, Bethak Road, Naroda Ahmedabad	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417 : 1999	14-5-2007
7.	7740176	Shree Pramukh Jewellers, 12, Raj Mandir Complex, Opposite Hari Vallabh Society, Near Maha Prabhuj Bethak, Naroda	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417 : 1999	14-5-2007
8.	7739292	Suvarnabhoomi, 2, Raghuvir Park, Opp. Swaminarayan Society, Nikolgam Road, P.O. Nikol, Ahmedabad 382550	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417 : 1999	14-5-2007
9.	7739595	Kanubhai Jewellers, GE-4-5, Mangal Murti Apartment, B/H. Mahalaxmi Provision Store, Opp. Windsor Plaza, R C. Pur Road Alkapuri, Vadodara 390 01	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417 : 1999	14-5-2007

Sl. No.	Licence No.	Name and address of the licensee	Article/process with relevant Indian Standard covered by the licensee	Date of Grant of license
10.	7739494	Soni Vmodkumar Jewellers, 6/713, Mota Bazar, Navsari 395 445	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	14-5-2007
11.	7739393	Siddhi Jewellers, 7, Nandini Shopping Centre, Near Narayan Nagar Bus Stand, Naroda, Ahmedabad	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and, Marking—Specification IS 1417: 1999	14-5-2007
12.	7740277	Laxmi Jewellers, Pooja Chamber, Dr. Girdhar Patel Marg, Gurunank Chowk Banaskantha-385 001	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	14-5-2007
13.	7739797	Amar Jewellers Private Limited, 18E, Nondh No. 363/3, Shriji Awas, Opp. Patel Samaj, Sardar Chowk, Varachha Road, Surat-395 006	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	14-5-2007
14.	7739696	Amar Jewellers Private Limited, 18E, Nondh No. 363/3, Shriji Awas, Opp. Patel Samaj, Sardar Chowk, Varachha Road, Surat-395 006	Silver and Silver Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	14-5-2007
15.	7739801	Roshani Gold Palace, 9, Abhimanu Complex, Opp. Govindvadi, Isanpur, Ahmedabad-382 443	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	14-5-2007
16.	7740075	Dagina, 14, White House, Palace Road, Banaskantha 385 001	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	14-5-2007
17.	7740984	Poojan Jewellers, GF 21, Shyam-Shikhar Complex, Opp. Adani Hyper Market, Bapunagar, Ahmedabad-380 024	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	16-5-2007
18.	7741279	Shri Jewellers, 4, Shrinathji Complex, Under Shivam Hospital, Chandlodia Ahmedabad-380 081	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	17-5-2007
19.	7741077	Sangam Jewellers, Shop No. 5, Amardeep Complex, Near Amba Mata Mandir, Dhobiwad Valsad-396 001	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	15-5-2007
20.	7741178	S P Jewellers, Shop No. 1669/11, Nr. Pragati Bank, Highway Road, P.O. Thara Banaskantha-385 555	Gold and Gold Alloys, Jewellery/Artefacts—Fineness and Marking—Specification IS 1417: 1999	17-5-2007

Sl. No.	License No.	Name and address of the licensee	Article/process with relevant Indian Standard covered by the licensee	Date of Grant of license
21.	7741986	JK Jewellers, Nr. Kirti-Kunj Society, Opp. Government F-Colony, Shah-Alam Tolnaka Ahmedabad-380 022	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking-Specification IS 1417 : 1999	18-5-2007
22.	7741885	New Mona Jewellers, Magniram Estae, Nr. Jain Derasar Opp. Maninagar Rly. Station Maningar Ahmedabad 380008	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking-Specification IS 1417 : 1999	18-5-2007
23.	7742180	Parasmal Hajarimal Choksi, 312, Satyanarayan Nagar, Azad Chowk, Amraiwadi, Ahmedabad 380 026	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking-Specification IS 1417 : 1999	18-5-2007
24.	7742079	Shivam Jewellers, 113-114, Siddhi Vinayak Complex, Shivranjani Cross Road, Satellite Ahmedabad 380 015	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking-Specification IS 1417 : 1999	18-5-2007
25.	7742685	Seema Jewellers P. Ltd., 207-208/A, Samir Complex, Opp. Municipal Market, C.G. Road, Navrangpura, Ahmedabad-380 009	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking-Specification IS 1417 : 1999	18-5-2007
26.	7742786	Raj Jewellers, 40, Municipal Market, Station Road, Gandhinagar-382 721	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking-Specification IS 1417 : 1999	18-5-2007
27.	7742887	Kaveri Gold Palace, B/H Bhamaria Nala, St. Workshop Road, Mehsana-382 002	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking-Specification IS 1417 : 1999	18-5-2007
28.	7742584	D.M. Jewellers, 2, Gautam Complex, Opp. Library, Dadangwad, Navsari-386 445	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking-Specification IS 1417 : 1999	18-5-2007
29.	7743081	Uma Heal Thcare, Near sabar Dairy, Opp. Padakendra, At & Post gadhoda, TA : Himatnagar, Sabar Kanta-383 001	Packaged Drinking water (other than Packaged Natural Mineral Water) 14543 : 2004	15-5-2007
30.	7741689	Arjandas & Sons, Shop No. 98, Opp. Jhulelal Mandir, Sardar Nagar, Ahmedabad-382 475	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking-Specification IS 1417 : 1999	24-5-2007

[No. CMD/13 : 11]

A. K. TALWAR, Dy. Director General (Marks)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय.

नई दिल्ली, 27 जून, 2007

क्र.भा. 1962.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्रप्रदेश राज्य में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली कि रिफ़ाइनरी से देवनागुडि टॉर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादनों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "चेन्नै-बैंगलूर पाइपलाइन" बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधिन भारत के राजपत्र से यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री एस्.सुब्रमन्यम राजु, सचिव अधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, चेन्नै-बैंगलूर पाइपलाइन परियोजना, अपार्टमेंट सं 104, चटसला टावर्स, नाएडु बिल्डिंग्स, चित्तूर - 517 001, आन्ध्रप्रदेश को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

पंचतः पत्तानामे		मिताः कितूर		राज्यः आन्ध्रप्रदेश		
शैव का नाम	सर्वम स- कण्ड सं.	उप-कण्ड सं.	क्षेत्रफल			
			हेक्टर	एकर	वर्ग मीटर	
1	2	3	4	5	6	
73, पत्तानामे	984	1	00	08	91	
	731		00	05	26	

[फा. सं. आर-25011/5/2007-ओ.आर.-1]

एस. के. चिटकार, अवर सचिव

पेट्रोलियम और प्राकृतिक गैस मंत्रालय.

नई दिल्ली, 27 जून, 2007

का.आ. 1962.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्रप्रदेश राज्य में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली कि रिफ़ाइनरी से देवनगुडि टॉर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "चेन्नै-बैंगलूर पाइपलाइन" बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आराध्य की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधिन भारत के राजपत्र से यथा प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री एस.सुब्रमन्यम राजु, सक्षम अधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, चेन्नै-बैंगलूर पाइपलाइन परियोजना, अपार्टमेंट सं 104, कटसला टावर्स, नाएडु बिल्डिंग्स, चित्तूर - 517 001, आन्ध्रप्रदेश को लिखित रूप में आशेष भेज सकेगा ।

अनुसूची

मंडल : पल्लानूर		जिला : चित्तूर		राज्य : आन्ध्रप्रदेश		
श्री का नाम	सर्वेक्षण सं- ख्या सं.	उप-खण्ड सं.	क्षेत्रफल			
			हेक्टर	एकर	वर्ग किलो	
1	2	3	4	5	6	
73, पल्लानूर	984	1	00	08	91	
	731		00	05	20	

[फा. सं. आर-25011/5/2007-ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

Ministry of Petroleum & Natural Gas

New Delhi, the 27th June, 2007

S. O. 1862.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore in the State of Andhra Pradesh, a pipeline should be laid by the Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the Right of User therein, or laying of the pipeline under the land to Sri S.Subrahmanyam Raju, Competent Authority, Indian Oil Corporation Limited, Chennai-Bangalore Pipeline Project, Apartment No. 104, Vatsala Towers, Naidu Buildings, Chittoor – 517 001, Andhra Pradesh.

SCHEDULE

Mandal : Palamaner		District : Chittoor		State : Andhra Pradesh		
Name of the Village	Survey No.	Sub-Division No.	Area			
			Hectare	Are	Sq. Mtr.	
1	2	3	4	5	6	
73, PALAMANER	984	1	00	08	91	
	731	..	00	05	26	

[F. No. R-25011/5/2007-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 27 जून, 2007

का.आ. 1863.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्रप्रदेश राज्य में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली कि रिफ़ैनेरी से देवन्गुडि टर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादनों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "चेन्नै-बैंगलूर पाइपलाइन" बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध हैं, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधिन भारत के राजपत्र से यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री एस्.सुब्रमन्यम राजु, सक्षम अधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, चेन्नै-बैंगलूर पाइपलाइन परियोजना, अपार्टमेंट सं 104, वटसला टावर्स, नाएडु बिल्डिंग्स, कितूर - 517 001, आन्ध्रप्रदेश को लिखित रूप में आवेप भेज सकेगा ।

अनुसूची

मंडल : बंगालपालेम		जिला : चित्तूर		राज्य : आन्ध्रप्रदेश		
गौँव का नाम	सर्वेक्षण सं- खण्ड सं.	उप-खण्ड सं.	क्षेत्रफल			
			हेक्टर	एयर	वर्ग मिटर	
1	2	3	4	5	6	
67, कुलकर्णी	105	4	00	20	65	
	100	6	00	02	02	
	100	4A	00	02	83	
	100	4B	00	02	83	
	100	4C	00	02	83	
	100	3A	00	02	83	
	100	3B	00	02	83	
	100	3C	00	02	83	
	100	2	00	08	50	
	100	1	00	16	60	
	83	5A	00	08	10	
	83	5B	00	08	10	
	83	5C	00	08	10	
	82	2	00	09	31	
	82	1A	00	05	87	
	82	1B	00	06	88	
	62	A	00	10	53	
	62	B	00	12	55	
	58	5B	00	02	02	
	56	3	00	21	46	
	51	3A	00	03	64	
	51	3D	00	19	84	
	51	3F	00	01	62	
68, कल्लुम्पले	340	3	00	06	48	
	340	2	00	00	40	
	331	1	00	12	55	
	203	4	00	10	12	
	203	5	00	02	02	
	195	2A	00	04	86	
	195	2B	00	13	36	
	192	1	00	33	20	
	177	10	00	04	45	
	177	8	00	07	29	
	177	5A	00	07	29	
	177	7	00	02	43	
	177	6	00	03	24	
	177	3	00	03	24	
	177	2	00	02	43	
	177	1	00	25	10	
	171	1	00	27	53	
	151	2	00	20	24	
	49	-	00	17	00	
	46	3	00	00	81	
	44	4	00	26	72	
	44	2G	00	10	12	
	40	1G	00	14	17	

1	2	3	4	5	6
68, कस्तुरीपल्ली (कमल:....)	40	1E	00	02	63
	40	1D	00	04	06
	40	1C	00	12	15
	40	1B	00	04	05
	40	A	00	05	26
	24	2	00	03	64
69, कस्तुरीपल्ली	105	2	00	36	46
	106	4	00	07	29
	103	4	00	03	64
	103	3	00	08	10
	103	5	00	02	02
	102	1	00	16	19
	101	6	00	08	10
	101	3	00	10	12
	99	3	00	28	34
	99	2	00	06	07
	72	2	00	17	41
	73	9	00	05	67
	55	6	00	19	43
	55	7	00	10	53
	55	5	00	02	43
	55	4	00	04	45
	55	3	00	11	34
	55	2	00	02	63
	56	1	00	05	67
	56	7	00	07	29
	33	-	00	37	25
	38	8	00	00	81
	36	5	00	03	64
	36	9	00	01	21
	36	3D	00	00	81
	36	3C	00	02	43
	36	3E	00	01	21
	44	14	00	05	67
70, गोरसामल्ली	46	1	00	07	29
	43	1B	00	01	21
	43	3	00	01	62
	43	4A	00	12	15
	43	6	00	03	64
	42	1B	00	02	43
	42	3	00	04	45
	42	1A	00	06	48
	42	2	00	07	29
	26	5	00	10	53
	26	4	00	04	05
	26	6	00	11	74
	26	7	00	07	69
	23	2	00	34	01
	23	1	00	00	40
	18	7	00	08	91
	18	4	00	08	91

1	2	3	4	5	6
70, गोरखामल्ली (क्रमः...)	18	5	00	02	83
	18	1	00	02	83
	18	3	00	06	88
	18	2	00	09	31
	17	2	00	09	31
	88	2	00	12	15
	88	1	00	08	10
	89	-	00	70	85
	91	-	00	14	17
	90	4	00	24	29
	145	1	00	06	07
	145	3	00	30	77
	145	4			
	147	7	00	16	19
	147	6	00	14	57
	147	2	00	00	81
	147	3	00	05	26
	147	5	00	02	83
	147	8	00	02	02
	148	3	00	33	20
	150	5	00	16	19
	175	-	00	63	16
	182	-	00	37	85
	181	-	00	16	19
	180	2	00	02	83
71, पालेर	257	-	00	19	03
72, मोनिलि	253	1	00	27	13
	252	10	00	14	17
	249	1	00	00	40
	250	-	00	52	23
	264	1	00	52	83
	284	-	00	15	38
	282	2	00	06	07
	282	1	00	04	86
	283	4	00	03	24
	283	1	00	07	29
	283	2	00	07	29
	290	2	00	10	12
	290	4	00	05	26
	290	3	00	08	10
	277	4	00	12	55
	211	-	00	03	64
	144	4	00	16	19
	144	2	00	26	72
	146	3	00	07	29
	146	8	00	03	64
	146	2	00	10	12
	148	5	00	07	89
	149	10	00	03	64
	149	9	00	04	86
	150	13	00	00	81

1	2	3	4	5	6
72, योगिता (कमल:....)	180	4	00	15	79
	150	7	00	03	24
	150	5	00	11	74
	150	6	00	01	82
	153	1	00	00	81
	173	3	00	03	84
	171	5	00	03	24
	171	4	00	10	12
	171	1	00	02	43
	171	2	00	16	60
	172	3	00	02	83
	189	5	00	07	29
	189	1	00	12	55
	83	3	00	18	19
	83	1B	00	1	21
	83	1A	00	21	88
	84	3	00	8	10
	84	2	00	6	88
	85	2	00	10	53
	85	1	00	5	28
	86	11	00	3	64
	86	10	00	4	45
	86	9	00	5	67
	86	7	00	4	86
	86	8	00	2	83
	86	1	00	18	03
	101	4	00	20	65
	101	2	00	14	17
	101	1	00	11	34
	99	3D	00	44	94
	49	4	00	8	10
	49	3	00	17	41
	50	4	00	18	19
	50	3	00	3	64
	48	3	00	13	77
	51	3	00	11	34
	17	4	00	05	26
	12	3	00	10	12

[फा. सं. आर-25011/5/2007-ओ.आर.-1]

एस. को. फिटकारा, जलर सचिव

New Delhi, the 27th June, 2007

S. O. 1863.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore in the State of Andhra Pradesh, a pipeline should be laid by the Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the Right of User therein, or laying of the pipeline under the land to Sri S.Subrahmanyam Raju, Competent Authority, Indian Oil Corporation Limited, Chennai-Bangalore Pipeline Project, Apartment No. 104, Vatsala Towers, Naidu Buildings, Chittoor – 517 001, Andhra Pradesh.

SCHEDULE

Mandal : Bangarupalem		District : Chittoor		State : Andhra Pradesh		
Name of the Village	Survey No.	Sub-Division No.	Area			
			Hectare	Acre	Sq. Mtr.	
1	2	3	4	5	6	
67, KURMAIPALLE	105	4	00	20	65	
	100	6	00	02	02	
	100	4A	00	02	83	
	100	4B	00	02	83	
	100	4C	00	02	83	
	100	3A	00	02	83	
	100	3B	00	02	83	
	100	3C	00	02	83	
	100	2	00	08	50	
	100	1	00	15	80	
	83	5A	00	08	10	
	83	5B	00	08	10	
	83	5C	00	08	10	
	82	2	00	09	31	
	82	1A	00	05	67	
	82	1B	00	06	88	
	82	A	00	10	53	
	82	B	00	12	55	
	59	5B	00	02	02	
	56	3	00	21	46	
	51	3A	00	03	64	
	51	3D	00	19	84	
	51	3F	00	01	62	
68, KALLURUPALLE	340	3	00	06	48	
	340	2	00	00	40	
	331	1	00	12	55	
	203	4	00	10	12	
	203	5	00	02	02	
	195	2A	00	04	86	
	195	2B	00	13	36	
	192	1	00	33	20	

1	2	3	4	5	6
68, KALLURUPALLE	177	10	00	04	45
(Continued...)	177	8	00	07	29
	177	5A	00	07	29
	177	7	00	02	43
	177	8	00	03	24
	177	3	00	03	24
	177	2	00	02	43
	177	1	00	25	10
	171	1	00	27	53
	151	2	00	20	24
	49	-	00	17	00
	46	3	00	00	81
	44	4	00	26	72
	44	2G	00	10	12
	40	1G	00	14	17
	40	1E	00	02	83
	40	1D	00	04	05
	40	1C	00	12	15
	40	1B	00	04	05
	40	A	00	05	26
	24	2	00	03	64
69, JAMBUVARIPALLI	105	2	00	38	46
	106	4	00	07	29
	103	4	00	03	64
	103	3	00	08	10
	103	5	00	02	02
	102	1	00	18	19
	101	6	00	08	10
	101	3	00	10	12
	99	3	00	28	34
	99	2	00	06	07
	72	2	00	17	41
	73	9	00	05	67
	55	6	00	19	43
	55	7	00	10	53
	55	5	00	02	43
	55	4	00	04	45
	55	3	00	11	34
	55	2	00	02	83
	56	1	00	05	67
	56	7	00	07	29
	33	-	00	37	25
	36	8	00	00	81
	36	5	00	03	64
	36	9	00	01	21
	36	3D	00	00	81
	36	3C	00	02	43
	36	3E	00	01	21
	44	14	00	05	67
70, GOLLAPALLE	46	1	00	07	29
	43	1B	00	01	21
	43	3	00	01	62
	43	4A	00	12	15
	43	6	00	03	64
	42	1B	00	02	43
	42	3	00	04	45
	42	1A	00	06	48
	42	2	00	07	29
	26	5	00	10	53

1	2	3	4	5	6
70, GOLLAPALLE (Continued...)	26	4	00	04	06
	26	6	00	11	74
	26	7	00	07	69
	23	2	00	34	01
	23	1	00	00	40
	18	7	00	08	91
	18	4	00	08	91
	18	5	00	02	83
	18	1	00	02	83
	18	3	00	06	88
	18	2	00	09	31
	17	2	00	09	31
	88	2	00	12	15
	88	1	00	08	10
	89	-	00	70	85
	91	-	00	14	17
	90	4	00	24	29
	145	1	00	06	07
	145	3	00	30	77
	145	4			
	147	7	00	16	19
	147	6	00	14	57
	147	2	00	00	81
	147	3	00	05	26
	147	5	00	02	83
	147	8	00	02	02
	148	3	00	33	20
	150	5	00	18	19
	175	-	00	63	16
	182	-	00	37	65
	181	-	00	16	19
	180	2	00	02	83
71, PALERU	257	-	00	19	03
72, MOGILI	253	1	00	27	13
	252	1C	00	14	17
	249	1	00	00	40
	250	-	00	52	23
	264	1	00	52	63
	284	-	00	15	38
	282	2	00	06	07
	282	1	00	04	86
	283	4	00	03	24
	283	1	00	07	29
	283	2	00	07	29
	290	2	00	10	12
	290	4	00	05	26
	290	3	00	08	10
	277	4	00	12	55
	211	-	00	03	64
	144	4	00	16	19
	144	2	00	26	72
	146	3	00	07	29
	146	8	00	03	64
	146	2	00	10	12
	148	5	00	07	69
	149	10	00	03	64

1	2	3	4	5	6
72, MOGILI (Continued...)	149	9	00	04	86
	150	13	00	00	81
	150	4	00	15	79
	150	7	00	03	24
	150	5	00	11	74
	150	6	00	01	62
	153	1	00	00	81
	173	3	00	03	64
	171	5	00	03	24
	171	4	00	10	12
	171	1	00	02	43
	171	2	00	18	60
	172	3	00	02	83
	169	5	00	07	29
	169	1	00	12	55
	83	3	00	16	19
	83	1B	00	1	21
	83	1A	00	21	86
	84	3	00	8	10
	84	2	00	6	88
	85	2	00	10	53
	85	1	00	5	26
	86	11	00	3	64
	86	10	00	4	46
	86	9	00	5	67
	86	7	00	4	86
	88	8	00	2	83
	86	1	00	19	03
	101	4	00	20	66
	101	2	00	14	17
	101	1	00	11	34
	99	3D	00	44	94
	49	4	00	8	10
	49	3	00	17	41
	50	4	00	16	19
	50	3	00	3	64
	48	3	00	13	77
	51	3	00	11	34
	17	4	00	05	26
	12	3	00	10	12

[F.No. R-25011/5/2007-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 27 जून, 2007

का.आ. 1864.—केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्रप्रदेश राज्य में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली कि रिक्रैनेरी से देवनागढ़ टॉर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादनों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “चेन्नै-बैंगलूर पाइपलाइन” बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधिन भारत के राजपत्र से यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्किस दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री एस्.सुब्रमन्यम राजु, सक्षम अधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, चेन्नै-बैंगलूर पाइपलाइन परियोजना, अपार्टमेंट सं 104, वटसला टावर्स, नाएडु बिल्डिंग्स, चित्तूर - 517 001, आन्ध्रप्रदेश को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

मंडल : गंगावरम		जिला : चित्तूर		राज्य : आन्ध्रप्रदेश		
गाँव का नाम	सर्वेक्षण सं- खण्ड सं.	उप-खण्ड सं.	क्षेत्रफल			
			हेक्टर	एकर	वर्ग मीटर	
1	2	3	4	5	6	
74, गंगावरम	343	3A	00	05	26	
	343	3B/2	00	18	62	
	369	2A	00	08	50	
	345	C	00	11	74	
	364	5A	00	11	74	
	362	3B	00	12	55	
	362	6	00	14	57	
	362	4	00	19	43	
	362	5D	00	11	34	
	367	2	00	02	02	
	522	-	00	08	10	
	523	1	00	10	53	
	524	1B	00	08	91	
	524	3C	00	19	84	
	524	4	00	13	77	
	509	A	00	06	07	
	509	B	00	05	67	
	509	C	00	05	67	
	508	A	00	06	07	
	508	B	00	06	07	
	508	C	00	05	67	
	497	1A	00	04	45	
	497	1C	00	04	45	
	497	1D	00	04	05	
	497	2	00	18	22	
	497	4	00	12	96	
	496	-	00	00	81	
	495	2B	00	09	31	
	495	2C	00	09	31	
	494	3	00	09	31	
	589	5B	00	16	19	
	589	5C	00	12	55	
	620	-	00	08	48	
	618	1	00	14	57	
	618	2	00	01	62	

1	2	3	4	5	6
74, नगरपालिका (नगरपालिका...)	817	1A	00	07	29
	817	1B	00	08	88
	829	2A	00	07	88
	814	2	00	02	83
	812	-	00	34	41
	807	1A	00	11	34
	807	1B	00	07	88
	807	2	00	02	43
	769	1A/1	00	00	40
	769	1A/2B	00	17	81
	769	1A/3	00	18	22
	761	2	00	11	34
	761	3	00	09	72
	761	4A	00	08	07
	761	4B	00	05	87
	757	2C	00	03	24
	757	2D	00	03	84
	756	1A	00	05	88
	756	1B	00	08	88
	756	2	00	03	84
	756	3	00	03	84
	756	4	00	02	02
	756	5C	00	01	21
	744	-	00	16	19
	739	3B	00	16	22
	739	3C	00	18	22
	342	2	00	12	86
	341	-	00	17	41
	337	1	00	11	34
	337	2B	00	16	80
	316	1	00	13	38
	316	5	00	04	45
	316	2	00	21	46
	315	-	00	31	58
	139	-	00	08	50
	140	1	00	05	28
	140	2	00	12	98
	169	1	00	05	26
	169	2	00	08	91
	170	-	00	02	43
	169	-	00	27	13
	166	4	00	20	24
	166	8	00	17	41
	165	-	00	02	02
	177	-	00	22	87
	178	-	00	04	45
	179	1A	00	27	53
75, नगरपालिका	159	1	00	07	29
	160	1	00	16	80
	160	3	00	08	07
	160	6	00	09	72
	160	5A	00	10	83
	161	1D	00	13	38
	161	3	00	12	16
	162	2E	00	01	21
	162	2A	00	09	72
	163	1B	00	08	91
	163	2C	00	09	31
	131	8	00	12	56
	129	4	00	09	72

1	2	3	4	5	6
75, माहिदपुरलिस (क्रमता:...)	129	4	00	09	72
	129	5	00	00	81
	128	1B	00	05	26
	128	1A	00	03	64
	128	1C	00	09	72
	119	2	00	04	05
	119	3	00	04	86
	118	-	00	06	48
	212	3B	00	38	87
	212	1C	00	00	40
	212	3A	00	00	81
76, देवगस्ते	807	2B	00	15	79
	807	2C	00	07	69
	807	3A	00	25	10
	809	A	00	06	48
	809	B	00	04	45
	808	-	00	09	31
	806	1A	00	00	40
	806	2	00	18	22
	804	1B/A	00	02	83
	804	1B/B	00	02	83
	804	1B/C	00	04	86
	804	1B/D	00	03	24
	803	1	00	14	57
	790	1	00	05	26
	790	3A	00	20	24
	736	E	00	02	83
	736	1F	00	05	67
	738	-	00	02	83
	732	1B	00	01	21
	932	1A	00	04	45
	735	-	00	07	69
	734	A	00	04	45
	733	-	00	02	43
	717	-	00	02	83
	716	A	00	03	64
	714	A	00	06	07
77, उडुपिगस्ते	246	2C	00	03	64
	246	2A	00	03	24
	249	4A	00	02	43
	249	4B	00	02	43
	249	5	00	06	07
	249	3A	00	01	21
	249	2A	00	01	21
	249	1	00	02	43
	262	1E	00	00	81
	262	2A	00	06	48
	267	1	00	04	05
	268	2B	00	15	38

1	2	3	4	5	6
78, मानाङ्क	722	B	00	02	43
	722	A	00	06	48
	638	1C	00	05	26
	638	1A	00	05	67
	638	1B	00	05	26
	638	3A	00	08	91
	638	4A	00	10	12
	638	4B	00	10	12
	638	5B	00	12	15
	640	1A	00	14	57
	640	A2/1	00	08	10
	640	A2/2	00	05	67
	640	A2/3	00	02	43
	640	1E	00	06	07
	640	1F	00	06	07
	640	A4/C	00	06	48
	640	A4/A	00	06	48
	640	A4/B	00	06	48
	640	A5/D	00	06	07
	640	6	00	04	66
	641	A	00	07	29
	641	B	00	07	29
	642	B	00	06	48
	644	-	00	08	10
	645	2	00	03	64
	645	1	00	09	31
	669	-	00	07	69
	506	1A	00	14	17
	507	-	00	05	26
	505	-	00	04	86
	661	1	00	05	67
	661	3	00	24	70
	667	-	00	35	63
	666	1A	00	07	29
	666	2	00	08	10
	508	B	00	09	31
	508	C	00	09	31
	512	2A	00	13	36
	512	1B	00	04	45
	513	2B	00	00	40
	513	1B	00	06	07
	513	1A	00	06	07
	525	B	00	04	05
	525	C	00	08	10
	525	D	00	08	10
	523	3	00	08	91
	523	4A	00	02	83
	523	3A	00	00	81
	394	2A	00	00	81
	394	1B	00	06	48
	394	1A	00	03	24
	394	1B/A	00	04	05

1	2	3	4	5	6
78, सभासद (कमला...)	393	B	00	09	72
	393	A	00	42	51
	392	4A	00	08	91
	392	4B	00	04	86
79, पवित्रोक्त	413	B	00	21	96
	415	-	00	08	10
	417	1	00	09	72
	421	2	00	79	35
	421	1	00	04	05
	422	-	00	08	50
	425	-	00	05	26
	427	-	00	08	91
	428	1	00	02	43
	426	-	00	02	83
	312	2	00	12	98
	314	3A	00	04	05
	314	3B	00	04	05
	314	3C	00	04	05
	314	4	00	14	57
	314	5	00	08	91
	315	1	00	09	31
	339	A	00	03	24
	341	2	00	06	88
	341	3	00	04	86
	342	A	00	33	60
	343	A	00	02	83
	57	A	00	02	43
	57	B	00	00	81
	58	A	00	08	10
	60	-	00	58	30
	73	1A	00	12	96
	67	-	00	05	26
	70	1	00	03	64
	68	-	00	03	64
	142	1	00	03	64
	150	4	00	15	79
	150	5A	00	01	21
	150	5B	00	01	21
	150	6	00	01	21
	150	7	00	01	21
	340	-	00	08	91
80, कौशलसिंह	64	5	00	06	88
	64	7	00	06	07
	59	2	00	03	24
	59	1C	00	17	81
	61	1	00	14	57
	61	2A/1	00	04	05
	61	2A/2	00	04	05

1	2	3	4	5	6
80, सीलापल्लि (क्रमिक:....)	61	2B/3	00	06	91
	110	1A	00	04	05
	110	1B	00	05	26
	117	2B	00	20	24
	117	7	00	11	34
	117	8	00	58	70
	91	2	00	10	53
	91	3	00	12	15
	90	3B	00	04	86
	90	3A	00	04	86
	90	4A	00	02	02
	90	4B	00	01	62
	90	5A	00	28	34
	90	5B	00	22	67
	206	5A	00	10	12
	206	5C	00	18	62
	206	4A	00	06	07
	206	4B	00	06	48
	206	3	00	04	45
	206	2	00	02	63
	206	1	00	06	07
	206	2C	00	14	57
	255	1A	00	03	24
	255	1C	00	03	24
	255	1D	00	03	84
	253	2	00	02	43
	254	2	00	09	72
	75	-	00	14	17
	67	A	00	02	43
	65	A	00	10	83

[का.सं. आर-25011/5/2007-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 27th June, 2007

S. O. 1864.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devangluthi Terminal, Bangalore in the State of Andhra Pradesh, a pipeline should be laid by the Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the Right of User therein, or laying of the pipeline under the land to Sri S.Subrahmanyam Raju, Competent Authority, Indian Oil Corporation Limited, Chennai-Bangalore Pipeline Project, Apartment No. 104, Vatsala Towers, Naidu Buildings, Chittoor – 517 001, Andhra Pradesh.

SCHEDULE

Mandal : Gangavaram		District : Chittoor		State : Andhra Pradesh		
Name of the Village	Survey No.	Sub-Division No.	Area			
			Hectare	Acre	Sq. Mtr.	
1	2	3	4	5	6	
74, GANGAVARAM	343	3A	00	05	26	
	343	3B/2	00	18	62	
	369	2A	00	08	50	
	345	C	00	11	74	
	364	5A	00	11	74	
	362	3B	00	12	55	
	362	B	00	14	57	
	362	4	00	19	43	
	362	5D	00	11	34	
	387	2	00	02	02	
	522	-	00	08	10	
	523	1	00	10	53	
	524	1B	00	08	91	
	524	3C	00	19	64	
	524	4	00	13	77	
	509	A	00	06	07	
	509	B	00	05	67	
	509	C	00	05	67	
	508	A	00	06	07	
	508	B	00	06	07	
	508	C	00	05	67	
	497	1A	00	04	45	
	497	1C	00	04	45	
	497	1D	00	04	05	
	497	2	00	18	22	
	497	4	00	12	96	
	496	-	00	00	81	
	495	2B	00	09	31	
	495	2C	00	09	31	
	494	3	00	09	31	
	589	5B	00	16	19	
	589	5C	00	12	55	
	620	-	00	06	48	
	618	1	00	14	57	
	618	2	00	01	62	
	617	1A	00	07	29	
	617	1B	00	06	68	
	629	2A	00	07	69	
	614	2	00	02	83	
	612	-	00	34	41	
	607	1A	00	11	34	

1	2	3	4	5	6
74, GANGAVARAM	607	1B	00	07	69
(Continued...)	607	2	00	02	43
	769	1A/1	00	00	40
	769	1A/2B	00	17	81
	769	1A/3	00	18	22
	761	2	00	11	34
	761	3	00	09	72
	761	4A	00	06	07
	761	4B	00	05	67
	757	2C	00	03	24
	757	2D	00	03	64
	756	1A	00	06	88
	756	1B	00	06	88
	756	2	00	03	64
	756	3	00	03	64
	756	4	00	02	02
	756	5C	00	01	21
	744	-	00	16	19
	739	3B	00	18	22
	739	3C	00	18	22
	342	2	00	12	96
	341	-	00	17	41
	337	1	00	11	34
	337	2B	00	16	60
	316	1	00	13	36
	316	5	00	04	45
	316	2	00	21	46
	315	-	00	31	58
	139	-	00	08	50
	140	1	00	05	26
	140	2	00	12	96
	169	1	00	05	26
	169	2	00	08	91
	170	-	00	02	43
	168	-	00	27	13
	168	4	00	20	24
	168	8	00	17	41
	165	-	00	02	02
	177	-	00	22	67
	178	-	00	04	46
	179	1A	00	27	53
75, MAREDUPALLI	159	1	00	07	29
	160	1	00	16	60
	160	3	00	06	07
	160	6	00	09	72
	160	5A	00	10	93
	161	1D	00	13	36
	161	3	00	12	15
	162	2E	00	01	21
	162	2A	00	09	72
	163	1B	00	08	91
	163	2C	00	09	31
	131	8	00	12	55

1	2	3	4	5	6
75, MAREDUPALLI	129	4	00	09	72
(Continued...)	129	5	00	00	81
	128	1B	00	05	26
	128	1A	00	03	64
	128	1C	00	09	72
	119	2	00	04	05
	119	3	00	04	86
	118	-	00	06	48
	212	3B	00	38	87
	212	1C	00	00	40
	212	3A	00	00	81
76, DANDAPALLE	807	2B	00	15	79
	807	2C	00	07	69
	807	3A	00	25	10
	809	A	00	06	48
	809	B	00	04	45
	808	-	00	09	31
	806	1A	00	00	40
	806	2	00	18	22
	804	1B/A	00	02	83
	804	1B/B	00	02	83
	804	1B/C	00	04	86
	804	1B/D	00	03	24
	803	1	00	14	57
	790	1	00	05	26
	790	3A	00	20	24
	736	E	00	02	83
	736	1F	00	05	67
	738	-	00	02	83
	732	1B	00	01	21
	932	1A	00	04	45
	735	-	00	07	69
	734	A	00	04	45
	733	-	00	02	43
	717	-	00	02	83
	716	A	00	03	64
	714	A	00	06	07
77, JEDIMAKULAPALLI	246	2C	00	03	64
	246	2A	00	03	24
	249	4A	00	02	43
	249	4B	00	02	43
	249	5	00	06	07
	249	3A	00	01	21
	249	2A	00	01	21
	249	1	00	02	43
	262	1E	00	00	81
	262	2A	00	06	48
	267	1	00	04	05
	268	2B	00	15	38

1	2	3	4	5	6
78, MAMADUGU	722	B	00	02	43
	722	A	00	06	48
	838	1C	00	05	26
	838	1A	00	05	67
	838	1B	00	05	28
	838	3A	00	08	91
	838	4A	00	10	12
	838	4B	00	10	12
	838	8B	00	12	15
	840	1A	00	14	57
	840	A2/1	00	06	10
	840	A2/2	00	05	67
	840	A2/3	00	02	43
	840	1E	00	06	07
	840	1F	00	06	07
	840	A4/C	00	08	48
	840	A4/A	00	06	48
	840	A4/B	00	06	48
	840	A5/D	00	06	07
	840	6	00	04	86
	841	A	00	07	29
	841	B	00	07	29
	842	B	00	06	48
	844	-	00	08	10
	845	2	00	03	64
	845	1	00	09	31
	888	-	00	07	69
	506	1A	00	14	17
	507	-	00	05	26
	505	-	00	04	86
	861	1	00	05	67
	861	3	00	24	70
	867	-	00	35	63
	866	1A	00	07	29
	868	2	00	08	10
	508	B	00	09	31
	508	C	00	09	31
	512	2A	00	13	36
	512	1B	00	04	45
	513	2B	00	00	40
	513	1B	00	06	07
	513	1A	00	06	07
	525	B	00	04	05
	525	C	00	08	10
	525	D	00	08	10
	523	3	00	08	91
	523	4A	00	02	83
	523	3A	00	00	81
	394	2A	00	00	81
	394	1B	00	06	48

1	2	3	4	5	6
78, MAMADUGU (Continued...)	394	1A	00	03	24
	394	1B/A	00	04	05
	393	B	00	09	72
	393	A	00	42	51
	392	4A	00	08	91
	392	4B	00	04	86
79, PAITHIKONDA	413	B	00	21	86
	415	-	00	08	10
	417	1	00	09	72
	421	2	00	79	35
	421	1	00	04	05
	422	-	00	08	50
	425	-	00	05	28
	427	-	00	08	91
	428	1	00	02	43
	428	-	00	02	83
	312	2	00	12	96
	314	3A	00	04	05
	314	3B	00	04	05
	314	3C	00	04	05
	314	4	00	14	57
	314	5	00	08	91
	315	1	00	09	31
	339	A	00	03	24
	341	2	00	06	88
	341	3	00	04	86
	342	A	00	33	60
	343	A	00	02	83
	57	A	00	02	43
	57	B	00	00	81
	58	A	00	08	10
	60	-	00	58	30
	73	1A	00	12	96
	67	-	00	05	26
	70	1	00	03	64
	68	-	00	03	64
	142	1	00	03	64
	150	4	00	15	79
	150	5A	00	01	21
	150	5B	00	01	21
	150	6	00	01	21
	150	7	00	01	21
	340	-	00	08	91
80, KEELAPALLI	64	5	00	06	88
	64	7	00	06	07
	59	2	00	03	24
	59	1C	00	17	81
	61	1	00	14	57

1	2	3	4	5	6
90, KEELAPALLI (Continued...)	61	2A/1	00	04	05
	61	2A/2	00	04	06
	61	2B/3	00	08	91
	110	1A	00	04	06
	110	1B	00	05	28
	117	2B	00	20	24
	117	7	00	11	34
	117	8	00	58	70
	91	2	00	10	53
	91	3	00	12	15
	90	3B	00	04	88
	90	3A	00	04	86
	90	4A	00	02	02
	90	4B	00	01	62
	90	5A	00	28	34
	90	5B	00	22	67
	208	5A	00	10	12
	208	5C	00	18	62
	208	4A	00	06	07
	208	4B	00	08	48
	208	3	00	04	45
	208	2	00	02	63
	208	1	00	06	07
	208	2C	00	14	57
	255	1A	00	03	24
	255	1C	00	03	24
	255	1D	00	03	64
	253	2	00	02	43
	254	2	00	09	72
	75	-	00	14	17
	67	A	00	02	43
	65	A	00	10	93

[F. No. R-25011/5/2007-O.R.-1]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 27 जून, 2007

का.आ. 1865.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्रप्रदेश राज्य में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली कि रिक्रैनेरी से देवनगुडि टॉर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादनों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “चेन्नै-बैंगलूर पाइपलाइन” बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधिन भारत के राजपत्र से यथा प्रकाशित इस अधिसूचना

की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्विस दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री एस.सुब्रमन्यम राजु, सख्त अधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, चेन्नै-बैंगलूर पाइपलाइन परियोजना, अपार्टमेंट सं 104, चटसला टावरस, नारडु बिल्डिंग्स, चित्तूर - 517 001, आन्ध्रप्रदेश को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल : बैदोपल्लि		जिला : चित्तूर		राज्य : आन्ध्रप्रदेश		
गमि का नाम	सर्वेक्षण सं- खण्ड सं.	उप-खण्ड सं.	क्षेत्रफल			
			हेक्टर	एकर	वर्ग मिटर	
1	2	3	4	5	6	
81, पेदुचिल्लूरिगुटा	144	-	00	10	53	
83, गोत्तलमभीमनापल्लि	66	6	00	01	62	
	66	4	00	02	83	
	66	5	00	00	81	
	65	5A	00	00	81	
	65	5B	00	02	02	
	65	2	00	02	83	
	65	4A	00	00	40	
	65	4B	00	00	40	
	65	4C	00	00	40	
	65	7	00	01	21	
	65	3A	00	01	21	
	65	3B	00	01	21	
	14	1	00	03	24	
	14	2	00	17	41	
	71	-	00	24	29	
	72	1	00	08	91	
	72	2	00	01	62	
84, आलापल्लि	274	1A	00	15	79	
	271	2	00	01	62	
	271	1	00	01	62	
	254	-	00	08	91	
	255	-	00	05	26	
	261	2	00	08	91	
	262	-	00	10	12	
	269	2	00	06	88	
	269	3	00	06	07	
	257	-	00	04	86	
	258	-	00	13	77	
	249	2	00	00	81	
	249	4	00	03	64	
	209	1C	00	08	91	
	209	1B	00	08	10	
	146	1	00	02	83	
	147	2	00	06	48	
	147	1	00	00	40	
	148	2	00	04	86	
	148	3	00	02	02	
	148	1	00	03	64	
	143	1	00	03	24	
	144	2	00	08	91	
	144	1	00	00	40	
	167	1	00	07	29	

1	2	3	4	5	6
B4, आलावरिल (क्रमांक:....)	167	3	00	05	67
	167	2	00	06	07
	163	1	00	03	24
	163	2	00	00	40
	168	-	00	00	40
	170	2	00	08	10
	170	3	00	00	81
	170	1	00	08	91
	28	1	00	14	57
	26	-	00	09	31
	27	1	00	06	07
	25	1	00	00	40
	7	-	00	14	17
	35	1	00	15	38
	35	2A	00	22	67
	36	1A	00	10	93
	36	1B	00	10	93
	172	-	00	10	12
	173	2	00	21	46
	5	-	00	12	15
	20	1B	00	08	10

[फा. सं. आर-25011/5/2007-ओ.आर-1]

एस. के. चिटकार, अवर सचिव

New Delhi, the 27th June, 2007

S. O. 1365.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore in the State of Andhra Pradesh, a pipeline should be laid by the Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (I) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the Right of User therein, or laying of the pipeline under the

land to Sri S.Subrahmanyam Raju, Competent Authority, Indian Oil Corporation Limited, Chennai-Bangalore Pipeline Project, Apartment No. 104, Vatsala Towers, Naidu Buildings, Chittoor – 517 001, Andhra Pradesh.

SCHEDULE

Mandal : Baireddypalli		District : Chittoor		State : Andhra Pradesh	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
83, PEDDACHELLARIGUNTA	144	-	00	10	53
83, GOLLACHEEMANAPALLI	66	6	00	01	62
	66	4	00	02	83
	66	5	00	00	81
	65	5A	00	00	81
	65	5B	00	02	02
	65	2	00	02	83
	65	4A	00	00	40
	65	4B	00	00	40
	65	4C	00	00	40
	65	7	00	01	21
	65	3A	00	01	21
	65	3B	00	01	21
	14	1	00	03	24
	14	2	00	17	41
	71	-	00	24	29
	72	1	00	08	91
	72	2	00	01	62
84, ALAPALLI	274	1A	00	15	79
	271	2	00	01	62
	271	1	00	01	62
	254	-	00	08	91
	255	-	00	05	26
	261	2	00	08	91
	262	-	00	10	12
	269	2	00	06	88
	269	3	00	06	07
	257	-	00	04	86
	258	-	00	13	77
	249	2	00	00	61
	249	4	00	03	64
	209	1C	00	08	91
	209	1B	00	08	10
	146	1	00	02	83
	147	2	00	06	48
	147	1	00	00	40
	148	2	00	04	86
	148	3	00	02	02
148	1	00	03	64	
143	1	00	03	24	
144	2	00	08	91	
144	1	00	00	40	
167	1	00	07	29	

1	2	3	4	5	6
84, ALAPALI (Continued...)	167	3	00	05	67
	167	2	00	06	07
	163	1	00	03	24
	163	2	00	00	40
	166	-	00	00	40
	170	2	00	06	10
	170	3	00	00	81
	170	1	00	06	91
	28	1	00	14	57
	26	-	00	09	31
	27	1	00	06	07
	25	1	00	00	40
	7	-	00	14	17
	35	1	00	15	38
	35	2A	00	22	67
	36	1A	00	10	93
	36	1B	00	10	93
	172	-	00	10	12
	173	2	00	21	46
	5	-	00	12	15
	20	1B	00	08	10

[F. No. R-25011/5/2007-O.R.-1]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 27 जून, 2007

का.आ. 1866.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्रप्रदेश राज्य में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली कि रिफ़ाइनरी से देवनागुडि टर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "चेन्नै-बैंगलूर पाइपलाइन" बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधिन भारत के राजपत्र से यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्किस दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री एस.सुब्रमन्यम राजु, सक्षम अधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, चेन्नै-बैंगलूर पाइपलाइन परियोजना, अपार्टमेंट सं 104, कटस्ता टावर्स, नार्थवु बिल्डिंग्स, चित्तूर - 517 001, आन्ध्रप्रदेश को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

मंडल : विजयपुरम		जिला : चित्तूर		राज्य : आन्ध्रप्रदेश	
गाँव का नाम	सर्वेक्षण सं- खण्ड सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एकर	वर्ग मीटर
1	2	3	4	5	6
28, मीरपुरम	153	1	00	20	65
	157	1	00	56	68
	152	12	00	16	19
	152	3	00	04	86
	149	15	00	07	69
	149	14	00	05	26
	149	12	00	01	62
	149	6	00	04	05
	149	7	00	07	29
	150	5	00	03	24
	136	3	00	04	45
	136	4	00	05	26
	136	13	00	05	26
	136	14	00	04	05
	135	3	00	13	77
	133	18	00	04	86
	133	20	00	02	83
	124	4	00	01	62
	124	1	00	02	02
	125	23	00	07	29
	125	26	00	02	02
	125	27	00	01	21
	125	28	00	01	21
	120	15	00	02	02
	129	13	00	00	81
	121	1	00	06	48
	120	17	00	02	02
	136	1	00	02	02
29, महीराबापुरम	88	5	00	09	72
	89	-	00	02	43
	88	4	00	03	24
	82	7	00	14	57
	82	6	00	03	64
	79	5	00	12	96
	79	4	00	12	96
	47	1	00	10	12
	47	3	00	05	26
	47	4	00	14	98
	48	8	00	12	15
	48	6	00	04	45
	48	4	00	04	05
	48	3	00	10	12
	50	5	00	19	43
	50	6	00	14	98
	50	2	00	04	45
	31	22	00	06	48

1	2	3	4	5	6
29, महाशिवरात्रि (क्रमशः....)	32	15	00	04	05
	32	16	00	09	31
	37	18	00	02	43
	37	17	00	01	62
	37	16	00	02	43
	37	15	00	20	24
	37	12	00	03	64
	37	9	00	04	05
	37	8	00	04	86
	37	7	00	07	29
	37	2	00	03	24
	37	3	00	03	64
	37	4	00	01	62
	12	11	00	14	57
	12	8C	00	10	12
	12	7	00	05	67
	12	6	00	02	43
	12	5	00	00	51
	12	3	00	04	86
	16	6	00	04	45
	16	7	00	02	43
	16	8	00	02	02
	16	9	00	01	62
	16	3	00	05	67
	16	10	00	06	86
	16	11	00	03	24
32, शिवरात्रि	101	27	00	00	81
	101	24	00	04	05
	101	23	00	06	88
	101	12	00	03	24
	101	4	00	14	98
	101	5	00	02	43
	101	6	00	00	51
	101	3B	00	01	62
	101	2	00	02	02
	100	11	00	02	43
	100	10	00	02	43
	100	13	00	00	81
	100	12	00	02	43
	98	14	00	06	07
	98	13	00	02	43
	98	7	00	02	43
	98	8	00	04	05
	98	9	00	00	81
	98	2	00	02	02
	96	3	00	02	43
	98	4	00	02	43
	204	12A	00	09	72
	204	13	00	02	02
	204	20	00	00	81
	204	21	00	05	26
	204	11	00	09	31

1	2	3	4	5	6
32, पाथरकोट (कपरा:....)	204	24	00	02	83
	203	2	00	09	31
	203	6	00	12	15
	203	7	00	01	21
	233	10	00	07	29
	233	7	00	02	83
	233	8	00	03	24
	233	2	00	02	43
	233	4	00	02	02
	234	11	00	28	34
	239	4	00	01	21
	239	5	00	01	21
	239	10	00	04	05
	239	12	00	04	86
	241	2	00	24	29
	241	3	00	07	29
	247	9	00	01	21
	247	6	00	02	02
	247	3	00	02	02
	247	2	00	02	83
	247	8	00	02	02
	250	10	00	00	40
	250	11	00	00	40
	250	13	00	01	21
	250	14	00	02	02
	250	6	00	02	43
	250	4	00	02	43
	251	78	00	20	24
	163	3	00	01	21
	163	4	00	05	26
	161	1	00	15	38
	156	1	00	10	53
	156	2	00	00	40
	156	6	00	05	26
	157	2	00	08	10
	157	3	00	12	15
	157	4	00	05	67
	153	2	00	07	29
	153	4	00	07	29
	153	5	00	10	93
	114	1, 2	00	30	77
	109	1	00	38	46
	97	37	00	02	43

[फा. सं. आर-25011/5/2007-प्र.आर-1]

एस. के. चिटकार, अवर सचिव

New Delhi, the 27th June, 2007

S. O. 1866.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore in the State of Andhra Pradesh, a pipeline should be laid by the Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the Right of User therein, or laying of the pipeline under the land to Sri S.Subrahmanyam Raju, Competent Authority, Indian Oil Corporation Limited, Chennai-Bangalore Pipeline Project, Apartment No. 104, Vatsala Towers, Naidu Buildings, Chittoor – 517 001, Andhra Pradesh.

SCHEDULE

Mandal : Vijayapuram		District : Chittoor		State : Andhra Pradesh		
Name of the Village	Survey No.	Sub-Division No.	Area			
			Hectare	Acre	Sq. Mtr.	
1	2	3	4	5	6	
28, SRIHARIPURAM	153	1	00	20	85	
	157	1	00	56	88	
	152	12	00	16	19	
	152	3	00	04	86	
	149	15	00	07	89	
	149	14	00	05	26	
	149	12	00	01	62	
	149	8	00	04	05	
	149	7	00	07	29	
	150	5	00	03	24	
	136	3	00	04	45	
	136	4	00	05	26	
	136	13	00	05	26	
	136	14	00	04	05	
	135	3	00	13	77	
	133	18	00	04	86	
	133	20	00	02	63	
	124	4	00	01	62	
	124	1	00	02	02	
	125	23	00	07	29	
	125	26	00	02	02	
	125	27	00	01	21	
	125	28	00	01	21	
	120	15	00	02	02	
	129	13	00	00	61	
	121	1	00	06	46	
	120	17	00	02	02	
	136	1	00	02	02	
29, MAHARAJAPURAM	88	5	00	09	72	
	89	-	00	02	43	
	88	4	00	03	24	
	82	7	00	14	57	
	82	6	00	03	64	
	79	5	00	12	96	
	79	4	00	12	96	
	47	1	00	10	12	
	47	3	00	05	26	
	47	4	00	14	96	
	48	8	00	12	15	
	48	6	00	04	45	
	48	4	00	04	05	
	48	3	00	10	12	
	50	5	00	19	43	
	50	6	00	14	96	
	50	2	00	04	45	
	31	22	00	06	48	
	32	15	00	04	05	

1	2	3	4	5	6
29, MAHARAJAPURAM	32	16	00	09	31
(Continued...)	37	18	00	02	43
	37	17	00	01	62
	37	16	00	02	43
	37	15	00	20	24
	37	12	00	03	64
	37	9	00	04	05
	37	8	00	04	86
	37	7	00	07	29
	37	2	00	03	24
	37	3	00	03	64
	37	4	00	01	62
	12	11	00	14	57
	12	8C	00	10	12
	12	7	00	05	87
	12	6	00	02	43
	12	5	00	00	81
	12	3	00	04	86
	16	6	00	04	45
	16	7	00	02	43
	16	8	00	02	02
	16	9	00	01	62
	16	3	00	05	67
	16	10	00	06	88
	16	11	00	03	24
32, PATHA ARCOD	101	27	00	00	81
	101	24	00	04	05
	101	23	00	06	88
	101	12	00	03	24
	101	4	00	14	88
	101	5	00	02	43
	101	8	00	00	81
	101	38	00	01	62
	101	2	00	02	02
	100	11	00	02	43
	100	10	00	02	43
	100	13	00	00	81
	100	12	00	02	43
	98	14	00	06	07
	98	13	00	02	43
	98	7	00	02	43
	98	8	00	04	05
	98	9	00	00	81
	98	2	00	02	02
	98	3	00	02	43
	98	4	00	02	43
	204	12A	00	08	72
	204	13	00	02	02
	204	20	00	00	81
	204	21	00	05	26
	204	11	00	08	31
	204	24	00	02	83

1	2	3	4	5	6
32, PATHA ARCOD (Continued...)	203	2	00	09	31
	203	6	00	12	15
	203	7	00	01	21
	233	10	00	07	29
	233	7	00	02	83
	233	8	00	03	24
	233	2	00	02	43
	233	4	00	02	02
	234	11	00	28	34
	239	4	00	01	21
	239	5	00	01	21
	239	10	00	04	05
	239	12	00	04	86
	241	2	00	24	29
	241	3	00	07	29
	247	9	00	01	21
	247	6	00	02	02
	247	3	00	02	02
	247	2	00	02	83
	247	8	00	02	02
	250	10	00	00	40
	250	11	00	00	40
	250	13	00	01	21
	250	14	00	02	02
	250	6	00	02	43
	250	4	00	02	43
	251	78	00	20	24
	163	3	00	01	21
	163	4	00	05	26
	161	1	00	15	38
	156	1	00	10	53
	158	2	00	00	40
	156	6	00	05	26
	157	2	00	08	10
	157	3	00	12	15
	157	4	00	05	67
	153	2	00	07	29
	153	4	00	07	29
	153	5	00	10	93
	114	1, 2	00	30	77
	109	1	00	38	46
	97	37	00	02	43

[F. No. R-25011/5/2007-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 27 जून, 2007

क्र.आ. 1867.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्रप्रदेश राज्य में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली कि रिफ़ाइनरी से देवनगुडि टर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “चेन्नै-बैंगलूर पाइपलाइन” बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पदार्थों (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने अग्रसर की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधिन भारत के राजपत्र से क्या प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री एस.सुब्रमन्यम रावु, सहाय अधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, चेन्नै-बैंगलूर पाइपलाइन परियोजना, अपार्टमेंट सं 104, घटसला टावर्स, नारदु क्लिनिङिंग्स, चित्तूर - 517 001, आन्ध्रप्रदेश को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

मंडल : पालकपुर		जिला : बिरार		राज्य : आन्ध्रप्रदेश	
गाँव का नाम	सर्वेक्षण सं- ख्या सं.	उप-खण्ड सं.	क्षेत्रफल		
			इंकर	एकर	वर्ग मीटर
1	2	3	4	5	6
46, कल्याणपुर	53	4	00	15	38
	53	20	00	07	69
	53	28	00	17	81
	49	1	00	29	96
	27	6	00	11	74
	27	1	00	08	91
	27	2	00	02	83
	24	13	00	01	62
	24	14	00	02	43
	24	11	00	04	05
	24	10	00	01	21
	25	9	00	04	86
	25	8	00	02	02
	25	7	00	02	02
	25	6	00	04	06
	26	2	00	06	48
	25	3	00	04	05
47, श्रीरामपुर	167	1	00	19	43
	165	7	00	06	10
	165	5	00	08	88
	165	1	00	17	41
	162	3	00	08	91
	161	-	00	06	88
	160	3	00	06	91
	159	16	00	15	38
	159	2	00	01	62
	159	4	00	00	81
	159	5	00	01	21
	131	4	00	05	26
	131	5	00	06	48
	131	8	00	02	83
	131	8	00	06	07
	131	7	00	01	21

1	2	3	4	5	6
47, कलकत्ता (अध्यापक...)	130	5	00	14	17
	129	3	00	04	45
	129	1	00	11	74
	114	8	00	07	29
	114	9	00	01	62
	114	6	00	21	46
	114	1	00	01	21
	111	15	00	11	74
	111	10	00	07	69
	110	16	00	06	07
	110	17	00	02	02
	110	1	00	01	62
	110	13	00	12	96
	110	11	00	03	64
	90	9	00	17	81
	90	10	00	02	02
	90	14	00	02	83
	89	1	00	35	22
	41	1	00	20	24
	31	8	00	07	29
	31	8	00	09	31
	31	5	00	02	83
	31	4	00	00	81
	159	10	00	00	81
	31	1	00	03	64
	32	3	00	10	12
	25	1	00	18	22
	25	3	00	05	28
	25	2	00	13	36
	15	11	00	07	69
	15	10	00	06	07
	15	5	00	14	98
	14	10	00	04	86
	14	11	00	06	07
	14	12	00	05	67
	14	13	00	02	43
	114	4	00	03	24
	111	2	00	08	50
	90	19	00	00	40
	90	13	00	02	83
	41	3	00	02	02
	30	7	00	07	29
	30	6	00	10	93
	30	2	00	06	88
	30	1	00	01	21
48, कलकत्ता	114	3	00	00	81
	64	1	00	12	15
	80	1	00	18	62
	65	5	00	02	02
	65	6	00	09	72
	73	16	00	10	53
	79	15	00	18	22
	79	3	00	01	21
	79	20	00	03	64
	79	28	00	10	53
	79	6	00	01	21
	76	4	00	26	32
	76	6	00	00	40
	76	7	00	01	21
	76	8	00	04	45
	76	3	00	06	07

1	2	3	4	5	6
28, પાસપોર્ટ (કોન્ટાઇનર)	28	3	00	09	31
	28	3B	00	15	79
	28	3D	00	10	93
	28	3A	00	12	15
	25	9B	00	02	43
	25	12	00	06	88
	25	11	00	00	40
	130	7	00	22	27
	130	6	00	10	12
	130	5	00	02	83
	139	3	00	06	48
	139	4	00	06	67
	139	5	00	02	02
	139	6	00	21	05
	140	13	00	01	21
	140	12	00	10	53
	140	10	00	06	07
	140	8	00	00	40
	140	7	00	00	40
	140	6	00	04	45
	140	5	00	03	24
	140	4	00	00	40
	140	3	00	00	40
	140	2	00	02	02
	141	16	00	00	81
	141	17	00	02	43
	144	8	00	22	27
	144	7	00	04	45
49, વેલન્ટુરુપ્પા	183	1E	00	14	98
	183	1F	00	14	98
	183	1A	00	14	98
	181	10A	00	12	15
	182	6	00	01	21
	182	5	00	00	40
	182	7	00	00	40
	182	3A	00	01	21
	182	3B	00	01	21
	182	2	00	00	81
	182	1A	00	04	86
	182	1B	00	04	86
	185	1	00	01	62
	185	3	00	01	21
	149	2	00	10	93
	149	3	00	01	62
	149	4	00	05	87
	149	6	00	03	64
	149	7	00	07	69
	95	3	00	02	43
	95	4	00	01	21
	150	4A	00	02	83

1	2	3	4	5	6
40, वनसत (समस्त...)	150	4B	00	02	83
	150	5	00	06	07
	150	6	00	06	48
	150	11	00	04	86
	150	12	00	05	67
	150	13	00	05	67
	192	4	00	00	40
	192	3	00	07	28
	192	6	00	00	40
	192	2	00	07	69
	192	9	00	10	93
	191	2	00	24	70
	191	7	00	03	24
	191	8	00	00	40
	191	9	00	00	40
	191	6	00	00	40
	191	10	00	04	56
	191	11	00	04	05
	186	2	00	00	40
	186	3	00	12	96
	186	5	00	14	57
	186	12	00	04	05
	186	14	00	01	21
	186	13	00	06	48
	148	6	00	09	72
	148	3E	00	02	43
	147	10A	00	02	02
	147	10B	00	02	02
	147	9	00	03	64
	147	8	00	00	40
	147	5	00	02	02
	147	6	00	05	26
	117	15	00	03	64
	117	14	00	05	67
	117	13A	00	03	64
	117	13B	00	03	64
	117	11	00	01	21
	117	10	00	06	88
	117	9	00	11	21
	117	7A	00	00	40
	117	7B	00	00	40
	117	8	00	02	43
	116	2	00	06	48
	115	3	01	00	40
	115	1A	00	08	50
	115	1B	00	08	50
	114	1B	01	17	41
	126	1A	00	09	31
	126	2	00	13	36
	125	1	00	00	40
	94	1B	00	12	15

1	2	3	4	5	6
48, वैज्ञानिक/विशेषज्ञ (विनये...)	94	1A	00	20	24
	96	13	00	00	81
	96	6	00	08	91
	96	1A	00	02	02
	96	2	00	01	62
	96	3	00	01	21
	96	4	00	01	21
	98	A	00	12	15
	98	B	00	10	53
	98	4	00	04	45
	98	1A	00	19	03
	98	8C	00	08	10
	95	F	00	23	08
	82	1	00	27	94
	55	2	00	14	17
	55	1	00	15	38
	51	7C	00	08	07
	51	3	00	03	24
	49	9	00	03	24
	49	8	00	02	02
	49	7A	00	00	81
	32	9B	00	01	21
	32	8A	02	02	02
	32	6	00	02	02
	32	4A	00	04	86
	32	2/B	00	10	12
	33	3A	00	13	36
	33	4	00	08	50
	33	9	00	08	07
	47	1A	00	18	82
	46	48A	00	22	27
	44	-	00	04	05
50, अनुसूचक	264	18A	00	00	40
	264	19A	00	02	43
	264	19B,19C	00	04	45
	264	14A	00	02	02
	264	14B	00	02	02
	264	13	00	08	50
	264	12	00	02	43
	263	17A	00	01	21
	263	8	00	01	21
	263	7	00	02	02
	263	15B	00	01	21
	263	9	00	01	62
	263	10	00	01	62
	263	6	00	00	81
	263	6	00	01	21
	263	4	00	00	40
	263	2	00	02	43
	263	3	00	02	43

1	2	3	4	5	6
20, August (1948...)	262	2	00	00	40
	262	3	00	02	63
	262	4	00	02	49
	262	1	00	07	89
	251	14	00	02	83
	251	13	00	04	45
	251	5	00	00	81
	251	6	00	01	21
	251	7	00	00	81
	251	2	00	03	24
	251	1A	00	04	05
	251	11	00	02	43
	251	12	00	01	82
	243	20	00	14	17
	243	19	00	08	10
	247	13D	00	03	24
	248	1	00	14	17
	248	10	00	08	10
	248	9	00	12	15
	250	6	00	04	45
	250	3	00	10	12
	225	1	00	23	48
	225	2A	00	10	93
	195	2	00	12	15
	195	1	00	10	12
	188	E	00	06	48
	188	I	00	06	48
	188	L	00	06	48
	188	C	00	12	96
	188	A	00	06	48
	188	K	00	06	48
	188	B	00	06	48
	188	F	00	06	48
	188	H	00	06	48
	160	2A	00	05	26
	160	2B	00	05	26
	160	2C	00	05	26
	160	2D	00	05	26
	160	2E	00	05	26
	160	2F	00	06	07
	160	1A	00	06	88
	160	1C	00	07	09
	160	1B	00	05	87
	160	1D	00	04	86
	161	A	00	03	24
	161	B	00	03	24
	161	C	00	03	24
	161	D	00	03	24
	161	E	00	03	24
	161	F	00	03	24
	163	2A	00	03	24

1	2	3	4	5	6
00, अविद्यमान (अवस्था....)	163	2B	00	03	24
	163	2C	00	03	24
	163	2D	00	03	24
	163	2E	00	03	24
	163	2F	00	03	24
	164	1A	00	06	48
	164	1B	00	06	48
	164	2	00	26	32
	147	-	00	33	20
	148	2	00	02	83
	148	1	00	22	67
	136	12B	00	07	29
	136	12A	00	07	29
	136	12C	00	07	29
	136	10	00	03	24
	136	11	00	01	21
	136	6	00	01	21
	136	7B	00	01	62
	136	7C	00	01	62
	136	5	00	02	83
	136	4	00	00	40
	136	3	00	00	81
	136	2	00	02	83
	136	1	00	10	12
	33	16	00	06	50
	33	15	00	07	66
	33	14	00	02	43
	33	13	00	12	98
	33	12	00	10	93
	33	8	00	14	57
	33	7	00	03	64
	33	6	00	02	02
	33	5A	00	05	26
	33	6B	00	05	26
	32	7	00	04	45
	32	8	00	17	00
	32	6A	00	02	83
	32	6B	00	02	83
	32	4	00	04	45
	32	3	00	02	83
	32	1	00	03	24
	30	1A	00	20	66
01, अविद्यमान पुनः	85	9	00	06	91
	85	8	00	01	21
	86	9	00	03	64
	86	16C	00	02	83
	86	12	00	09	31
	86	17	00	04	86
	86	11	00	03	24
	86	10	00	01	21

1	2	3	4	5	6
४. बन्दुख पुत्र (बिन्दु...)	९८	९	००	०२	६३
	९९	१८	००	०६	१०
	९९	१७	००	००	४०
	९९	१२	००	०२	४३
	९९	११	००	००	८१
	९९	६	००	०२	४३
	९९	४	००	०२	०२
	९९	६	००	००	४०
	९९	१	००	०२	०२
	१०२	७	००	०४	४६
	१०२	६	००	००	८१
	१०२	६	००	०६	६७
	१०२	१	००	०६	०७
	१०३	११	००	११	७४
	१०३	६	००	०१	६२
	१०३	४	००	०२	०२
	१०३	३	००	०१	२१
	१०१	३	००	०२	०२
	१०४	१६	००	०६	२६
	१०४	४	००	०४	८८
	१०४	६	००	०४	०६
	१०४	३	००	०७	२९
	१०६	११	००	०४	०६
	१०६	१०	००	०४	०६
	१०६	६	००	०४	८६
	१०६	७	००	०१	२१
	१०६	८	००	०३	६४
	१०७	७	००	०६	८८
	१०७	६	००	०३	६४
	१०७	४	००	००	४०
	१०७	३	००	१७	००
	१०७	६	००	०३	६४

[फा. सं. आर-२५०११/५/२००७-ओ.आर.-१]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 27th June, 2007

S. O. 1867.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore in the State of Andhra Pradesh, a pipeline should be laid by the Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the Right of User therein, or laying of the pipeline under the land to Sri S.Subrahmanyam Raju, Competent Authority, Indian Oil Corporation Limited, Chennai-Bangalore Pipeline Project, Apartment No. 104, Vatsala Towers, Naidu Buildings, Chittoor - 517 001, Andhra Pradesh.

SCHEDULE

Mandal : Palasamudram		District : Chittoor		State : Andhra Pradesh	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Acre	Sq. Mtr.
1	2	3	4	5	6
46, KRISHNAJANMAPURAM	53	4	00	15	38
	53	2D	00	07	69
	53	2B	00	17	81
	49	1	00	29	96
	27	6	00	11	74
	27	1	00	08	91
	27	2	00	02	83
	24	13	00	01	62
	24	14	00	02	43
	24	11	00	04	05
	24	10	00	01	21
	25	9	00	04	86
	25	8	00	02	02
	25	7	00	02	02
	25	6	00	04	05
	25	2	00	06	46
	25	3	00	04	05
47, SRKAVERIRAJUPURAM	167	1	00	19	43
	165	7	00	06	10
	165	5	00	06	86
	165	1	00	17	41
	162	3	00	08	91
	161	-	00	06	69
	160	3	00	06	91
	159	16	00	15	38
	159	2	00	01	62
	159	4	00	00	81
	159	5	00	01	21
	131	4	00	05	26
	131	5	00	06	46
	131	8	00	02	83
	131	6	00	06	07
	131	7	00	01	21
	130	5	00	14	17
	129	3	00	04	46
	129	1	00	11	74
	114	8	00	07	29
	114	9	00	01	62
	114	6	00	21	46
	114	1	00	01	21

1	2	3	4	5	6
47, BRUKAVERIRAJUPURAM	111	15	00	11	74
(Continued...)	111	10	00	07	69
	110	18	00	06	07
	110	17	00	02	02
	110	1	00	01	62
	110	13	00	12	88
	110	11	00	03	64
	90	9	00	17	81
	90	10	00	02	02
	90	14	00	02	83
	89	1	00	35	22
	41	1	00	20	24
	31	8	00	07	29
	31	6	00	09	31
	31	5	00	02	83
	31	4	00	00	81
	159	10	00	00	81
	31	1	00	03	64
	32	3	00	10	12
	25	1	00	18	22
	25	3	00	05	26
	25	2	00	13	36
	15	11	00	07	69
	15	10	00	08	07
	15	5	00	14	98
	14	10	00	04	88
	14	11	00	06	07
	14	12	00	05	67
	14	13	00	02	43
	114	4	00	03	24
	111	2	00	08	50
	90	19	00	00	40
	90	13	00	02	83
	41	3	00	02	02
	30	7	00	07	29
	30	6	00	10	93
	30	2	00	06	88
	30	1	00	01	21
	114	3	00	00	81
48, PALASAMUDRAM	84	1	00	12	15
	80	1	00	18	62
	65	5	00	02	02
	65	6	00	08	72
	73	16	00	10	53
	79	15	00	18	22
	79	3	00	01	21
	79	20	00	03	64
	79	28	00	10	53
	79	6	00	01	21
	76	4	00	26	32
	76	6	00	00	40
	76	7	00	01	21
	76	8	00	04	45
	76	3	00	08	07

1	2	3	4	5	6
48, PALASAMUDRAM	28	3	00	08	31
(Continued...)	28	3B	00	15	79
	28	30	00	10	93
	28	3A	00	12	15
	25	9B	00	02	43
	25	12	00	08	88
	25	11	00	00	40
	130	7	00	22	27
	130	6	00	10	12
	130	5	00	02	83
	139	3	00	08	48
	139	4	00	05	67
	139	5	00	02	02
	139	6	00	21	05
	140	13	00	01	21
	140	12	00	10	53
	140	10	00	08	07
	140	8	00	00	40
	140	7	00	00	40
	140	6	00	04	45
	140	5	00	03	24
	140	4	00	00	40
	140	3	00	00	40
	140	2	00	02	02
	141	16	00	00	81
	141	17	00	02	43
	144	8	00	22	27
	144	7	00	04	45
49, VENGALRAJUKUPPAM	183	1E	00	14	98
	183	1F	00	14	98
	183	1A	00	14	98
	181	10A	00	12	15
	182	6	00	01	21
	182	5	00	00	40
	182	7	00	00	40
	182	3A	00	01	21
	182	3B	00	01	21
	182	2	00	00	81
	182	1A	00	04	86
	182	1B	00	04	86
	185	1	00	01	62
	185	3	00	01	21
	149	2	00	10	93
	149	3	00	01	62
	149	4	00	05	67
	149	6	00	03	64
	149	7	00	07	68
	95	3	00	02	43
	95	4	00	01	21
	150	4A	00	02	83

1	2	3	4	5	6
49, VENGALRAJUKUPPAM	150	4B	00	02	83
(Continued...)	150	5	00	06	07
	150	6	00	06	48
	150	11	00	04	88
	150	12	00	05	67
	150	13	00	05	67
	192	4	00	00	40
	192	3	00	07	28
	192	8	00	00	40
	192	2	00	07	69
	192	9	00	10	93
	191	2	00	24	70
	191	7	00	03	24
	191	8	00	00	40
	191	8	00	00	40
	191	8	00	00	40
	191	10	00	04	88
	191	11	00	04	05
	186	2	00	00	40
	186	3	00	12	96
	186	5	00	14	57
	186	12	00	04	05
	186	14	00	01	21
	186	13	00	06	48
	148	8	00	08	72
	148	3E	00	02	43
	147	10A	00	02	02
	147	10B	00	02	02
	147	9	00	03	64
	147	8	00	00	40
	147	5	00	02	02
	147	6	00	05	28
	117	15	00	03	64
	117	14	00	05	67
	117	13A	00	03	64
	117	13B	00	03	64
	117	11	00	01	21
	117	10	00	06	88
	117	9	00	01	21
	117	7A	00	00	40
	117	7B	00	00	40
	117	8	00	02	43
	116	2	00	06	48
	115	3	01	30	40
	115	1A	00	08	50
	115	1B	00	08	50
	114	1B	01	17	41
	126	1A	00	09	31
	126	2	00	13	36
	125	1	00	00	40
	94	1B	00	12	15

1	2	3	4	5	6
49, VENGALRAJUKUPPAM	94	1A	00	20	24
(Continued...)	96	13	00	00	81
	95	5	00	08	91
	95	1A	00	02	02
	95	2	00	01	62
	95	3	00	01	21
	95	4	00	01	21
	88	A	00	12	15
	88	B	00	10	53
	88	4	00	04	45
	88	1A	00	19	03
	88	8C	00	08	10
	85	F	00	23	08
	82	1	00	27	94
	55	2	00	14	17
	55	1	00	15	38
	51	7C	00	08	07
	51	3	00	03	24
	49	9	00	03	24
	49	8	00	02	02
	49	7A	00	00	81
	32	9B	00	01	21
	32	8A	02	02	02
	32	5	00	02	02
	32	4A	00	04	86
	32	2/B	00	10	12
	33	3A	00	13	36
	33	4	00	08	50
	33	9	00	08	07
	47	1A	00	18	82
	46	45A	00	22	27
	44	-	00	04	05
50, AMUDALA	284	18A	00	00	40
	264	18A	00	02	43
	284	19B, 19C	00	04	45
	284	14A	00	02	02
	284	14B	00	02	02
	284	13	00	08	50
	284	12	00	02	43
	283	17A	00	01	21
	283	8	00	01	21
	283	7	00	02	02
	283	15B	00	01	21
	283	9	00	01	62
	283	10	00	01	62
	283	6	00	00	81
	283	5	00	01	21
	283	4	00	00	40
	283	2	00	02	43
	283	3	00	02	43

1	2	3	4	5	6
14, AMUDALA (Continued...)	262	2	00	00	40
	262	3	00	02	83
	262	4	00	02	43
	262	1	00	07	69
	251	14	00	02	83
	251	13	00	04	45
	251	5	00	00	81
	251	6	00	01	21
	251	7	00	00	81
	251	2	00	03	24
	251	1A	00	04	05
	251	11	00	02	43
	251	12	00	01	52
	243	20	00	14	17
	243	19	00	08	10
	247	13D	00	03	24
	248	1	00	14	17
	246	10	00	08	10
	246	9	00	12	15
	250	6	00	04	45
	250	3	00	10	12
	225	1	00	23	48
	225	2A	00	10	93
	195	2	00	12	15
	195	1	00	10	12
	188	E	00	06	48
	188	I	00	06	48
	188	L	00	06	48
	188	C	00	12	96
	188	A	00	06	48
	188	K	00	06	48
	188	B	00	06	48
	188	F	00	06	48
	188	H	00	06	48
	160	2A	00	05	26
	160	2B	00	05	26
	160	2C	00	05	26
	160	2D	00	05	26
	160	2E	00	05	26
	160	2F	00	06	07
	160	1A	00	06	68
	160	1C	00	07	69
	160	1B	00	05	67
	160	1D	00	04	66
	161	A	00	03	24
	161	B	00	03	24
	161	C	00	03	24
	161	D	00	03	24
	161	E	00	03	24
	161	F	00	03	24
	163	2A	00	03	24

1	2	3	4	5	6
50, AMUDALA (Continued...)	163	2B	00	03	24
	163	2C	00	03	24
	163	2D	00	03	24
	163	2E	00	03	24
	163	2F	00	03	24
	164	1A	00	06	48
	164	1B	00	06	48
	164	2	00	26	32
	147	-	00	33	20
	148	2	00	02	83
	148	1	00	22	67
	136	12B	00	07	29
	136	12A	00	07	29
	136	12C	00	07	29
	136	10	00	03	24
	136	11	00	01	21
	136	6	00	01	21
	136	7B	00	01	62
	136	7C	00	01	62
	136	5	00	02	83
	136	4	00	00	40
	136	3	00	00	81
	136	2	00	02	83
	136	1	00	10	12
	33	16	00	06	50
	33	15	00	07	89
	33	14	00	02	43
	33	13	00	12	86
	33	12	00	10	93
	33	8	00	14	57
	33	7	00	03	64
	33	6	00	02	02
	33	5A	00	05	26
	33	5B	00	05	26
	32	7	00	04	45
	32	8	00	17	00
	32	6A	00	02	83
	32	6B	00	02	83
	32	4	00	04	45
	32	3	00	02	83
	32	1	00	03	24
	30	1A	00	20	65
51, AMUDALA PUTTUR	95	9	00	06	91
	95	8	00	01	21
	96	9	00	03	64
	98	16C	00	02	83
	98	12	00	09	31
	98	17	00	04	86
	98	11	00	03	24
	98	10	00	01	21

1	2	3	4	5	6
61, AMUDALA PUTTUR	98	9	00	02	83
(Continued...)	99	18	00	08	10
	99	17	00	00	40
	99	12	00	02	43
	99	11	00	00	81
	99	6	00	02	43
	99	4	00	02	02
	99	5	00	00	40
	98	1	00	02	02
	102	7	00	04	45
	102	6	00	00	81
	102	6	00	05	67
	102	1	00	06	07
	103	11	00	11	74
	103	6	00	01	62
	103	4	00	02	02
	103	3	00	01	21
	101	3	00	02	02
	104	15	00	05	26
	104	4	00	04	86
	104	5	00	04	05
	104	3	00	07	28
	106	11	00	04	05
	106	10	00	04	05
	106	6	00	04	86
	106	7	00	01	21
	106	8	00	03	64
	107	7	00	06	88
	107	6	00	03	64
	107	4	00	00	40
	107	3	00	17	00
	107	5	00	03	64

[F. No. R-25011/5/2007-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 27 जून, 2007

का.ओ. 1868.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्रप्रदेश राज्य में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली कि रिफ़िनेरी से देवनगुडि टर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादनों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “चेन्नै-बैंगलूर पाइपलाइन” बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितव्य है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधिन भारत के राजपत्र से यथा प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री एस.सुब्रमन्यम राजु, सहाय अधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, चेन्नै-बैंगलूर पाइपलाइन परियोजना, अपार्टमेंट सं 104, वटसला टावर्स, नारडु बिल्डिंग्स, चित्तूर - 517 001, आन्ध्रप्रदेश को लिखित रूप में आवेप भेज सकेगा।

अनुसूची

मंडल : गंगारनेस्तोर		जिला : कितूर		राज्य : आन्ध्रप्रदेश	
गाँव का नाम	सर्वेक्षण सं- ख्या सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एकर	वर्ग मीटर
1	2	3	4	5	6
82, कुर्नुम	390	14	00	00	81
	390	15	00	04	05
	390	16	00	03	84
	390	17	00	04	86
	390	18	00	00	81
	385	1	00	01	21
	385	2	00	04	05
	385	3	00	02	43
	385	4	00	02	83
	385	5	00	03	24
	385	6	00	07	29
	387	1	00	04	45
	387	2	00	02	02
	387	3	00	02	43
	387	5	00	13	36
	387	4	00	00	81
	389	7	00	10	12
	389	8	00	00	40
	389	9	00	12	56
	374	20	00	05	67
	374	21	00	03	24
	374	22	00	04	06
	374	23	00	02	83
	374	27	00	02	83
	374	28	00	03	24
	375	1	00	02	83
	375	2	00	04	05
	375	3	00	00	81
	375	4	00	01	21
	375	5	00	01	62
	375	23B	00	02	43
	375	24	00	03	64
	373	3	00	02	02
	373	4	00	04	06
	373	5	00	04	45
	373	11	00	01	21
	376	16	00	08	10
	376	18A	00	04	06
	376	18B	00	04	06
	371	18	00	06	26
	371	28	00	06	26

1	2	3	4	5	6
52, युवप्रम (क्रमः...)	371	3	00	05	28
	371	4	00	04	88
	371	5A	00	01	62
	370	3A	00	04	86
	370	3B	00	04	45
	370	3C	00	04	86
	370	4	00	03	24
	370	5	00	00	40
	370	6A	00	08	10
	370	9	00	01	21
	308	1B	00	03	24
	308	2	00	01	62
	308	3	00	02	02
	308	4	00	02	02
	308	5	00	02	02
	308	11	00	01	21
	308	13	00	10	12
	308	14	00	02	83
	308	18	00	08	07
	308	19	00	02	43
	312	2	00	02	83
	312	3	00	03	24
	312	4	00	02	02
	312	5	00	01	62
	312	7	00	00	81
	312	13	00	07	29
	312	14	00	04	45
	313	4A	00	00	81
	313	4B	00	00	81
	313	5	00	03	64
	313	6	00	05	28
	313	16	00	00	81
	313	18A	00	00	81
	313	7	00	01	62
	313	8B	00	07	29
	313	9A	00	02	02
	321	2B	00	12	15
	319	3	00	05	67
	319	4	00	04	05
	319	5	00	02	02
	319	6	00	02	43
	319	8	00	01	21
	319	12	00	04	05
	319	13	00	01	62
	319	9	00	00	81
	319	11	00	00	40
	323	5A	00	06	88
	323	5B	00	07	29
	279	9	00	04	45
	279	20	00	00	81
	281	1	00	14	17
	281	5	00	14	17
	285	1	00	09	31
	285	7	00	08	91
	285	8	00	00	81
	285	13	00	00	81
	286	1	00	10	12
	286	2	00	01	62
	286	3	00	01	62

1	2	3	4	5	6
62, कुर्गुल (अमरा:....)	286	7	09	00	40
	286	8	00	01	62
	286	16	00	01	21
	286	17	00	01	21
	286	18	00	09	31
	286	22	00	00	40
	286	3	00	02	43
	286	4	00	01	62
	286	5	00	01	62
	286	7	00	01	62
	286	8	00	01	21
	286	9	00	00	40
	286	10	00	01	21
	286	11	00	00	81
	286	12	00	02	02
	287	1	00	06	07
	287	5	00	02	02
	287	8	00	12	15
	288	1	00	04	05
	288	2A	00	16	19
	288	2C	00	05	67
	188	15B	00	16	19
	200	3	00	18	22
	200	4	00	02	02
	200	6	00	03	64
	200	9	00	06	91
	200	10	00	02	43
	202	2	00	05	67
	203	24	00	07	28
	204	3	00	06	51
	204	4	00	07	29
	204	5	00	00	40
	204	16	00	05	26
	204	17	00	00	40
	204	13	00	06	10
	204	14	00	00	40
	205	1A	00	04	05
	205	1B	00	03	64
	205	1C	00	03	64
	205	1D	00	03	24
	205	2	00	02	83
	242	4	00	04	45
	228	1	00	02	43
	228	2	00	12	15
	229	1	00	13	77
	231	1	00	07	28
	231	2	00	12	55
	231	3	00	01	62
	231	12	00	01	21
	231	15A	00	12	15
	231	17	00	08	91
	239	3	00	08	91
	241	4	00	04	45

1	2	3	4	5	6
52, धुईदा (क्रमः....)	241	5	00	02	43
	241	8A	00	11	74
	213	1	00	13	36
	213	2A	00	04	45
	213	2B	00	04	45
	213	2C	00	04	45
53, गम्बोदरापल्ले	132	1	00	29	15
	132	2A	00	01	62
	132	3	00	04	86
	129	2A	00	00	40
	130	16	00	05	26
	130	15	00	04	86
	130	14	00	10	12
	130	13	00	00	81
	130	17	00	08	10
	124	1	00	06	88
	124	2	00	03	64
	123	2D	00	00	40
	123	8A	00	02	02
	123	8B	00	03	64
	113	1	00	11	34
	113	4A	00	00	40
	117	13	00	09	72
	117	14B	00	00	81
	117	16	00	03	64
	117	17	00	06	48
	115	1A	00	08	10
	115	2	00	00	81
	115	1B	00	01	62
	115	1C	00	01	21
	59	-	00	24	29
	61	2A	00	05	26
	61	2B	00	05	67
	61	3	00	08	91
	61	4	00	10	12
	287	1	00	18	82
	287	2	00	04	05
	286	2F	00	05	87
	286	2H	00	04	05
	285	2	00	18	22
	285	3	00	11	34
	284	2	00	12	15
	284	3	00	14	98
	94	5	00	01	21
	95	4	00	08	50
	95	11	00	52	63
	95	12	00	24	70
	95	13	00	01	62
54, फलामिल्ले	85	1	00	04	05
	85	2	00	04	05
	85	6	00	00	81

1	2	3	4	5	6
84, एल्लापैरुसे (अम्माः...)	86	1	00	16	19
	86	2	00	01	82
	84	6	00	09	31
	84	5	00	04	86
	84	4	00	06	48
	84	3	00	05	26
	84	2	00	07	29
	84	1B	00	01	62
	90	12	00	12	15
	90	11	00	02	43
	90	10	00	12	15
	91	22	00	08	10
	91	21	00	00	40
	92	3	00	00	40
	92	2	00	16	19
	92	1	00	06	07
	22	4A	00	00	81
	22	4B	00	00	40
	22	3	00	00	81
	22	5B	00	01	62
	22	5C	00	05	87
	22	7	00	06	88
	22	8	00	00	81
	20	12	00	04	86
	20	13	00	01	21
	20	11	00	04	45
	20	10	00	00	40
	20	5	00	01	21
	20	4B	00	03	84
	20	6	00	02	43
	20	4A	00	00	40
	20	9	00	00	81
	20	8	00	01	82
	20	7	00	01	82
	19	7	00	09	31
	19	6	00	01	21
	19	2	00	07	89
	19	1	00	00	40
	16	8	00	05	26
	16	4	00	04	86
	16	2	00	06	26
	16	3	00	26	32
	15	2	00	16	62

[फा. सं. आर-25011/5/2007-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 27th June, 2007

S. O. 1868.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore in the State of Andhra Pradesh, a pipeline should be laid by the Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the Right of User therein, or laying of the pipeline under the land to Sri S.Subrahmanyam Raju, Competent Authority, Indian Oil Corporation Limited, Chennai-Bangalore Pipeline Project, Apartment No. 104, Vatsala Towers, Naidu Buildings, Chittoor – 517 001, Andhra Pradesh.

SCHEDULE

Mandal : Gangadharanellore		District : Chittoor		State : Andhra Pradesh	
Name of the Village	Survey No.	Sub-Division No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
52, THUGUNDRAM	390	14	00	00	81
	390	15	00	04	05
	390	16	00	03	64
	390	17	00	04	86
	390	18	00	00	81
	385	1	00	01	21
	385	2	00	04	05
	385	3	00	02	43
	385	4	00	02	83
	385	5	00	03	24
	385	6	00	07	29
	387	1	00	04	45
	387	2	00	02	02
	387	3	00	02	43
	387	5	00	13	36
	387	4	00	00	81
	389	7	00	10	12
	389	8	00	00	40
	389	9	00	12	55
	374	20	00	05	67
	374	21	00	03	24
	374	22	00	04	05
	374	23	00	02	83
	374	27	00	02	83
	374	28	00	03	24
	375	1	00	02	83
	375	2	00	04	05
	375	3	00	00	81
	375	4	00	01	21
	375	5	00	01	62
	375	23B	00	02	43
	375	24	00	03	64
	373	3	00	02	02
	373	4	00	04	05
	373	5	00	04	45
	373	11	00	01	21
	376	16	00	08	10
	376	18A	00	04	05
	376	18B	00	04	05
	371	1B	00	05	26
	371	2B	00	05	26
	371	3	00	05	26
	371	4	00	04	86
	371	5A	00	01	62
	370	3A	00	04	86
	370	3B	00	04	45
	370	3C	00	04	86
	370	4	00	03	24

1	2	3	4	5	6
52, THUGUNDRAM (Continued...)	370	5	00	00	40
	370	6A	00	08	10
	370	9	00	01	21
	308	1B	00	03	24
	308	2	00	01	62
	308	3	00	02	02
	308	4	00	02	02
	308	5	00	02	02
	308	11	00	01	21
	308	13	00	10	12
	308	14	00	02	83
	308	18	00	06	07
	308	19	00	02	43
	312	2	00	02	83
	312	3	00	03	24
	312	4	00	02	02
	312	5	00	01	62
	312	7	00	00	81
	312	13	00	07	29
	312	14	00	04	45
	313	4A	00	00	81
	313	4B	00	00	81
	313	5	00	03	64
	313	6	00	05	26
	313	16	00	00	81
	313	18A	00	00	81
	313	7	00	01	62
	313	8B	00	07	29
	313	9A	00	02	02
	321	2B	00	12	15
	319	3	00	05	67
	319	4	00	04	05
	319	5	00	02	02
	319	6	00	02	43
	319	8	00	01	21
	319	12	00	04	05
	319	13	00	01	62
	319	9	00	00	81
	319	11	00	00	40
	323	5A	00	06	88
	323	5B	00	07	29
	279	9	00	04	45
	279	20	00	00	81
	281	1	00	14	17
	281	5	00	14	17
	285	1	00	09	31
	285	7	00	08	91
	285	8	00	00	81
	285	13	00	00	81
	286	1	00	10	12
	286	2	00	01	62
	286	3	00	01	62
	286	7	00	00	40

1	2	3	4	5	6
52, THUGUNDRAM (Continued...)	286	8	00	01	62
	286	16	00	01	21
	286	17	00	01	21
	286	18	00	09	31
	286	22	00	00	40
	296	3	00	02	43
	296	4	00	01	62
	296	5	00	01	62
	296	7	00	01	82
	296	6	00	01	21
	296	9	00	00	40
	296	10	00	01	21
	296	11	00	00	81
	296	12	00	02	02
	297	1	00	06	07
	297	5	00	02	02
	297	8	00	12	15
	298	1	00	04	05
	298	2A	00	18	19
	298	2C	00	05	67
	298	15B	00	16	19
	200	3	00	18	22
	200	4	00	02	02
	200	6	00	03	64
	200	9	00	08	91
	200	10	00	02	43
	202	2	00	05	67
	203	24	00	07	29
	204	3	00	08	91
	204	4	00	07	29
	204	5	00	00	40
	204	16	00	05	26
	204	17	00	00	40
	204	13	00	08	10
	204	14	00	00	40
	205	1A	00	04	06
	205	1B	00	03	64
	205	1C	00	03	64
	205	1D	00	03	24
	205	2	00	02	83
	242	4	00	04	45
	228	1	00	02	43
	228	2	00	12	15
	229	1	00	13	77
	231	1	00	07	29
	231	2	00	12	55
	231	3	00	01	62
	231	12	00	01	21
	231	15A	00	12	16
	231	17	00	08	91
	239	3	00	08	91
	241	4	00	04	45
	241	5	00	02	43

1	2	3	4	5	6
52, THUGUNDRAM	243	6A	00	11	74
(Continued...)	213	1	00	13	36
	243	2A	00	04	45
	243	2B	00	04	45
	243	2C	00	04	45
53, AMBODARAPALLE	102	1	00	29	15
	132	2A	00	01	62
	132	3	00	04	88
	129	2A	00	00	40
	130	16	00	05	26
	130	15	00	04	86
	130	14	00	10	12
	130	13	00	00	51
	130	17	00	08	10
	124	1	00	06	88
	124	2	00	03	64
	123	2D	00	00	40
	123	8A	00	02	02
	123	8B	00	03	64
	113	1	00	11	34
	113	4A	00	00	40
	117	13	00	09	72
	117	14B	00	00	81
	117	16	00	03	64
	117	17	00	06	48
	115	1A	00	08	10
	115	2	00	00	81
	115	1B	00	01	62
	115	1C	00	01	21
	59	-	00	24	29
	61	2A	00	05	26
	61	2B	00	05	67
	61	3	00	08	91
	61	4	00	10	12
	287	1	00	13	62
	287	2	00	04	05
	286	2F	00	05	67
	285	2H	00	04	05
	285	2	00	18	22
	285	3	00	11	34
	284	2	00	12	15
	234	3	00	14	98
	94	5	00	01	21
	95	4	00	08	50
	95	11	00	52	63
	95	12	00	24	70
	95	13	00	01	62
54, ELAPALLE	85	1	00	04	05
	85	2	00	04	05
	85	6	00	00	81
	86	1	00	16	19

1	2	3	4	5	6
54, ELLAPELLE	86	2	00	01	62
(Continued...)	84	6	00	09	31
	84	5	00	04	86
	84	4	00	06	48
	84	3	00	05	26
	84	2	00	07	29
	84	1B	00	01	62
	90	12	00	12	15
	90	11	00	02	43
	90	10	00	12	15
	91	22	00	08	10
	91	21	00	00	40
	92	3	00	00	40
	92	2	00	18	19
	92	1	00	08	07
	22	4A	00	00	81
	22	4B	00	00	40
	22	3	00	00	81
	22	5B	00	01	62
	22	5C	00	05	67
	22	7	00	06	88
	22	6	00	00	81
	20	12	00	04	86
	20	13	00	01	21
	20	11	00	04	45
	20	10	00	00	40
	20	5	00	01	21
	20	4B	00	03	64
	20	6	00	02	43
	20	4A	00	00	40
	20	9	00	00	81
	20	8	00	01	62
	20	7	00	01	62
	19	7	00	09	31
	19	6	00	01	21
	19	2	00	07	69
	19	1	00	00	40
	16	6	00	05	28
	16	4	00	04	86
	16	2	00	05	28
	16	3	00	26	32
	15	2	00	18	62

[F. No. R-25011/5/2007-O.R.-1]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 27 जून, 2007

कां.आ. 1869.—केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्रप्रदेश राज्य में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली कि रिफ़ाइनरी से देवनागुडि टर्मिनल, बैंगलूर तक पेट्रोलियम उत्पादनों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “चेन्नै-बैंगलूर पाइपलाइन” बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधिन भारत के राजपत्र से यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री एस्.सुब्रमन्यम राजु, सक्षम अधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, चेन्नै-बैंगलूर पाइपलाइन परियोजना, अपार्टमेंट सं 104, बटसला टावर्स, नाएडु बिल्डिंग्स, चित्तूर - 517 001, आन्ध्रप्रदेश को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

मंडल : कित्तूर		जिला : कित्तूर		राज्य : आन्ध्रप्रदेश	
गाँव का नाम	सर्वेक्षण सं- खण्ड सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मिटर
1	2	3	4	5	6
65, अर्नापुरम	211	2	00	34	82
	212	1	00	12	96
	213	3A	00	08	10
	213	3B	00	03	64
	213	4	00	16	60
	214	17	00	01	62
	214	20	00	00	40
	214	21	00	00	81
	214	7	00	04	05
	214	6	00	00	40
	214	5	00	06	07
	214	4	00	05	67
	204	7	00	06	88
	204	8	00	05	67
	204	1	00	00	40
	195	12	00	00	40
	195	13	00	05	67
	195	14	00	01	21
	195	15	00	00	40
	195	16	00	04	05
	195	17	00	02	83
	195	19	00	02	43
	195	21	00	01	21
	178	9A	00	02	83
	178	10	00	06	88
	178	7	00	08	50
	177	6	00	22	67
	177	3	00	07	29
	177	4	00	04	45
	161	16	00	04	88
	163	9	00	08	50
	163	11	00	04	05
	163	12	00	03	64
	163	13	00	03	24
	172	1	00	07	29
	172	4	00	04	86
	172	3	00	03	24
	172	2	00	04	05
	165	18	00	07	69
	165	9	00	04	05
	165	4	00	03	24
	165	3	00	07	29
	165	2	00	08	91
	143	4	00	07	29
	143	5	00	05	67

1	2	3	4	5	6
55. अन्तर्मुख (क्रमशः....)	143	6	00	06	48
	143	7	00	07	29
	143	8	00	07	29
	143	12	00	07	29
	143	13	00	06	48
	143	16	00	04	05
	143	17	00	04	05
	143	45	00	04	05
	143	19	00	04	05
	142	12	00	07	29
	142	13	00	05	67
	142	15	00	14	57
	108	3	00	22	67
	108	1	00	27	94
	112	5	00	11	74
	112	4	00	06	48
	112	2	00	03	24
	112	1	00	10	12
	114	10	00	02	43
	114	8	00	07	29
	114	5	00	06	88
	115	14	00	06	48
	115	4	00	02	02
	115	8	00	05	67
	115	5	00	04	88
	115	3	00	04	45
	115	2	00	03	24
	15	2	00	06	48
	15	3	00	05	67
	15	4	00	16	19
	25	3	00	21	86
	39	1	00	04	45
	39	8	00	04	05
	39	7	00	03	24
	39	24	00	02	02
	39	13	00	02	43
	39	14	00	03	64
	39	15	00	02	43
	39	16	00	05	67
	40	4	00	02	83
	40	3	00	01	21
	40	5	00	02	83
	16	2	00	02	43
	63	10	00	00	81
	63	11	00	01	62
	63	12	00	01	62
	63	13	00	01	62
	63	14	00	00	40
	63	19	00	02	43
	63	18	00	02	02
	63	17	00	04	05
	63	27	00	03	64
	63	26	00	03	24

1	2	3	4	5	6
65, अनामिका (कमल:...)	65	8	00	06	88
	65	11	00	06	88
	65	9	00	00	81
	65	10	00	04	05
	19	4	00	04	05
	19	5	00	02	43
	19	7	00	05	26
	19	8	00	05	26
	19	9	00	06	88
	19	16	00	04	05
	19	17	00	01	62
	19	14	00	07	69
66, आराजीव (मुकुट)	279	9	00	01	21
67, तालीबेदु	101	1	00	12	56
	101	2	00	03	24
	101	3	00	01	62
	101	5	00	06	07
	102	-	00	00	81
	65	-	00	03	64
	64	2	00	10	12
	64	3	00	02	83
	64	4	00	06	07
	64	5	00	00	81
	62	2	00	04	05
	62	3	00	06	88
	53	-	00	14	57
	51	9	00	00	81
	51	10	00	02	02
	51	11	00	00	40
	51	1	00	01	21
	51	6	00	00	81
	52	3A	00	06	07
	52	1D	00	05	67
	52	1C	00	05	26
	52	5A	00	00	40
	52	3B	00	01	62
	53	6	00	00	40
	53	8	00	03	64
	53	3	00	00	40
	53	1B	00	02	43
	52	1B	00	24	29
	53	3	00	02	02
68, चित्तलगाटा	53	3B	00	00	40
	53	7	00	01	21
	53	8	00	01	62
	53	9	00	02	83
	53	10	00	03	64
	53	11	00	02	43

1	2	3	4	5	6
58, धौलागुडी (क्रमसं:....)	53	12	00	01	21
	53	6	00	03	24
	53	5	00	01	62
	54	1A	00	07	29
	40	-	00	11	34
	48	-	00	08	50
	42	6C	00	02	43
	42	8	00	02	43
	42	9	00	02	43
	42	10	00	02	02
	37	1	00	04	86
	40	1	00	07	29
	40	3	00	06	88
	110	-	00	09	31
	41	9	00	03	64
	41	10	00	02	83
	41	3	00	04	45
	41	1C	00	04	05
	211	5	00	07	29
	211	3	00	01	62
	211	4	00	04	86
	108	2	00	19	03
	108	3	00	03	64
	218	1	00	03	24
	218	2A4	00	07	29
	218	2A5	00	04	86
	218	2B	00	04	05
	218	2C	00	10	93
	218	2D/A	00	10	93
	218	2E	00	12	15
	121	1B	00	08	10
	121	1E	00	07	69
	121	1F	00	19	03
	212	1	00	07	29
	212	2	00	01	62
	212	3	00	02	43
	213	-	00	01	62
	120	1A	00	07	69
	110	-	00	09	31
	109	1A	00	01	62
	109	2B	00	02	43
	109	2C	00	02	43
	109	4C	00	04	86
	111	1	00	22	27
	109	3	00	10	93
59, पेठालाकांडिया	4	4	00	16	60
	5	9	00	14	17
	6	3A	00	02	43
	6	4A1	00	03	24
	6	4A2	00	03	24

1	2	3	4	5	6
69, पेम्मास्वाकादिगा (क्रमसं:....)	18	7	00	09	72
	15	1	00	04	86
	15	2C	00	00	81
	15	2A	00	01	21
	15	2H	00	06	48
	15	2G	00	01	62
	15	3	00	01	62
	23	11	00	02	83
	23	12	00	02	83
	25	6	00	10	53
	26	-	00	06	48
	29	11	00	00	40
	29	10A1	00	05	67
	29	10B	00	02	43
	29	12B	00	00	81
	29	12C	00	00	81
	30	4	00	07	29
	36	-	00	14	57
	34	1A	00	02	43
	47	-	00	13	36
80, नागिगिरि	201	2	00	10	93
	201	3	00	10	12
	201	5	00	14	17
	201	4	00	10	53
	200	2C	00	13	77
	200	2G	00	03	24
	200	2D	00	01	21
	197	6	00	33	60
	197	3	00	08	50
	197	4	00	14	98
	145	1A	00	07	69
	145	2D	00	02	83
	145	2C	00	20	24
	145	1E	00	02	02
	145	1F	00	04	05
	269	9	00	34	01
	269	5A	00	06	07
	269	5B	00	06	07
	269	8	00	01	21
	257	5	00	00	81
	257	2	00	05	87
	257	1	00	17	81
	256	15	00	01	62
	256	17	00	03	24
	256	18	00	08	10
	256	15	00	02	83
	256	14	00	00	40
	256	2	00	02	43
	255	1A	00	16	19
	256	1B	00	15	79

1	2	3	4	5	6
80, नारिकेल (क्रमांक: ...)	252	4	00	13	77
	252	5	00	10	12
	252	6	00	04	06
	251	8	00	06	07
	251	6	00	04	05
	251	7	00	02	43
	251	4	00	04	05
	251	2	00	06	88
	95	1	00	23	48
	95	3	00	08	10
	94	1	00	00	40
	94	2A	00	00	40
	94	2B	00	00	40
	94	2C	00	00	40
	94	2D	00	00	40
	98	19	00	05	26
	98	6	00	14	98
	98	9	00	03	64
	98	11	00	04	88
	98	12	00	02	83
	99	4A	00	02	43
	99	4B	00	04	05
	99	4C	00	02	02
	99	1	00	01	21
	99	2	00	01	21
	99	7	00	02	83
	99	6	00	00	40
	99	5	00	07	29
	100	1	00	06	48
	100	6	00	13	77
	100	4	00	04	05
	100	3A	00	03	64
	100	3B	00	04	05
	22	1A	00	12	15
	22	1B	00	12	15
	22	2	00	09	72
	79	6	00	03	24
	25	7	00	02	43
	25	6	00	06	07
	25	5	00	01	21
	25	8	00	00	81
	25	4	00	00	81
	78	1F	00	06	26
	78	1E	00	10	53
	78	1B	00	00	40
	15	3	00	05	67
	15	4	00	01	62
	15	1	00	04	86
	77	1B	00	07	29
	77	1A	00	07	29
	19	1	00	04	86

1	2	3	4	5	6
60, नारिवापल्ल (क्रमः....)	19	8	00	03	84
	19	8	00	04	86
	19	2	00	01	21
	19	7	00	01	21
	76	8	00	03	84
	76	5	00	03	24
	76	3	00	00	40
	18	8	00	05	67
	72	9	00	02	02
	72	8	00	02	43
	72	6	00	00	81
	72	5	00	10	12
	72	7	00	02	43
	73	9A	00	00	81
	73	9B	00	04	86
	73	9C	00	05	87
	73	9D	00	04	05
61, अनुपल्लो	154	5	00	01	21
	154	4	00	01	21
	154	3	00	08	07
	154	2	00	04	45
	154	10	00	09	72
	154	12	00	02	83
	154	13	00	04	05
	153	1	00	07	88
	153	2	00	03	64
	153	3	00	02	83
	153	4	00	08	10
	153	5	00	02	43
	153	6	00	02	83
	152	3	00	02	83
	152	4	00	07	29
	152	2	00	04	45
	152	8	00	07	69
	150	2	00	11	74
	150	3	00	12	16
	150	4	00	03	64
	150	5	00	03	24
	150	6	00	04	86
	150	8	00	03	24
	151	4	00	02	83
	151	1	00	01	21
	130	2	00	11	74
	130	3	00	10	12
	130	4	00	04	86
	130	5	00	08	07
	128	5A	00	04	05
	128	4	00	04	05
	128	3	00	01	62
	128	6	00	03	24

1	2	3	4	5	6
61, अनुपमरी (कम्पसः...)	126	5	00	03	64
	126	4	00	07	29
	126	3	00	06	88
	124	4	00	07	69
	124	3	00	05	26
	124	5	00	09	72
	89	-	00	31	58
	86	-	00	23	48
	85	3	00	12	96
	87	1	00	22	27
	87	2	00	01	62
	68	2	00	12	15
	78	1C	00	19	03
	80	1A	00	12	96
	80	1B	00	12	96
	81	-	00	07	69

[फा. स. आर.-25011/5/2007-ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 27th June, 2007

S.O. 1869. —Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum product from Refinery of Chennai Petroleum Corporation Limited, Marali to Devanguthi Terminal, Bangalore in the State of Andhra Pradesh, a pipeline should be laid by the Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the Right of User therein, or laying of the pipeline under the land to Sh S.Subrahmanyam Raju, Competent Authority, Indian Oil Corporation Limited, Chennai-Bangalore Pipeline Project, Apartment No. 104, Vatsala Towers, Naidu Buildings, Chittoor – 517 001, Andhra Pradesh.

SCHEDULE

Mandal : Chittoor		District : Chittoor		State : Andhra Pradesh		
Name of the Village	Survey No.	Sub-Division No.	Area			
			Hectare	Are	Sq. Mtr.	
1	2	3	4	5	6	
SS, ANANTAPURAM	211	2	00	34	82	
	212	1	00	12	96	
	213	3A	00	08	10	
	213	3B	00	03	64	
	213	4	00	16	60	
	214	17	00	01	62	
	214	20	00	00	40	
	214	21	00	00	81	
	214	7	00	04	05	
	214	6	00	00	40	
	214	5	00	06	07	
	214	4	00	05	67	
	204	7	00	06	88	
	204	6	00	05	67	
	204	1	00	00	40	
	195	12	00	00	40	
	195	13	00	05	67	
	195	14	00	01	21	
	195	15	00	00	40	
	195	16	00	04	05	
	195	17	00	02	83	
	195	19	00	02	43	
	195	21	00	01	21	
	176	9A	00	02	83	
	176	10	00	06	86	
	176	7	00	06	50	
	177	6	00	22	67	
	177	3	00	07	29	
	177	4	00	04	45	
	161	16	00	04	36	
	163	9	00	06	50	
	163	11	00	04	05	
	163	12	00	03	64	
	163	13	00	03	24	
	172	1	00	07	29	
	172	4	00	04	66	
	172	3	00	03	24	
	172	2	00	04	05	
	165	18	00	07	69	
	165	9	00	04	05	
	165	4	00	03	24	
	165	3	00	07	29	
	165	2	00	08	91	
	143	4	00	07	29	
	143	5	00	05	67	

1	2	3	4	5	6
65, AMANTAPURAM	143	6	00	08	48
(Continued...)	143	7	00	07	29
	143	8	00	07	29
	143	12	00	07	29
	143	13	00	08	48
	143	16	00	04	05
	143	17	00	04	08
	143	45	00	04	05
	143	19	00	04	05
	142	12	00	07	29
	142	13	00	05	67
	142	15	00	14	57
	108	3	00	22	67
	108	1	00	27	94
	112	5	00	11	74
	112	4	00	08	48
	112	2	00	03	24
	112	1	00	10	12
	114	10	00	02	43
	114	8	00	07	29
	114	5	00	06	88
	115	14	00	08	48
	115	4	00	02	02
	115	8	00	05	67
	115	5	00	04	86
	115	3	00	04	45
	115	2	00	03	24
	15	2	00	06	48
	15	3	00	05	67
	15	4	00	16	19
	25	3	00	21	86
	39	1	00	04	45
	39	8	00	04	05
	39	7	00	03	24
	39	24	00	02	02
	39	13	00	02	43
	39	14	00	03	64
	39	15	00	02	43
	39	16	00	05	67
	40	4	00	02	83
	40	3	00	01	21
	40	5	00	02	83
	16	2	00	02	43
	63	10	00	00	81
	63	11	00	01	62
	63	12	00	01	62
	63	13	00	01	62
	63	14	00	00	40
	63	16	00	02	43
	63	18	00	02	02

1	2	3	4	5	6
55, ANANTAPURAM	83	17	00	04	05
(Continued...)	83	27	00	03	64
	83	28	00	03	24
	85	8	00	06	88
	85	11	00	06	88
	85	9	00	00	81
	86	10	00	04	05
	19	4	00	04	05
	19	5	00	02	43
	19	7	00	06	28
	19	8	00	05	28
	19	9	00	06	88
	18	16	00	04	05
	18	17	00	01	82
	18	14	00	07	89
56, ARATHOLA (MUTHUKUR)	279	9	00	01	21
57, THALAMBEDU	101	1	00	12	55
	101	2	00	03	24
	101	3	00	01	62
	101	5	00	06	07
	102	-	00	00	81
	66	-	00	03	64
	64	2	00	10	12
	64	3	00	02	83
	64	4	00	06	07
	64	5	00	00	81
	62	2	00	04	06
	62	3	00	06	88
	63	-	00	14	57
	51	9	00	00	81
	51	10	00	02	02
	51	11	00	00	40
	51	1	00	01	21
	51	8	00	00	81
	52	3A	00	06	07
	52	1C	00	05	67
	52	1C	00	05	26
	52	5A	00	00	40
	52	3B	00	01	62
	63	6	00	00	40
	63	8	00	03	64
	63	3	00	00	40
	69	1B	00	02	43
	52	1B	00	24	28
	68	3	00	02	02
58, CHINTALAGUNTA	53	3B	00	00	40
	53	7	00	01	21

1	2	3	4	5	6
58 CHINTALAGUNTA	53	8	00	01	62
(Continued...)	53	9	00	02	83
	53	10	00	03	84
	53	11	00	02	43
	53	12	00	01	21
	53	6	00	03	24
	53	5	00	01	62
	54	1A	00	07	29
	49	-	00	11	34
	48	-	00	08	50
	42	8C	00	02	43
	42	8	00	02	43
	42	9	00	02	43
	42	10	00	02	02
	37	1	00	04	86
	40	1	00	97	29
	40	3	00	08	88
	110	-	00	09	31
	41	9	00	03	64
	41	10	00	02	83
	41	3	00	04	45
	41	1C	00	04	05
	211	5	00	07	29
	211	3	00	01	62
	211	4	00	04	86
	108	2	00	19	03
	108	3	00	03	64
	218	1	00	03	24
	218	2A4	00	07	29
	218	2A5	00	04	86
	218	2B	00	04	05
	218	2C	00	10	83
	218	2D/A	00	10	93
	218	2E	00	12	15
	121	1B	00	08	10
	121	1E	00	07	69
	121	1F	00	19	03
	212	1	00	07	29
	212	2	00	01	62
	212	3	00	02	43
	213	-	00	01	62
	120	1A	00	07	69
	110	-	00	09	31
	109	1A	00	01	62
	109	2B	00	02	43
	109	2C	00	02	43
	109	4C	00	04	86
	111	1	00	22	27
	109	3	00	10	83

1	2	3	4	5	6
59, PERUMALLAKANDGA					
	4	4	00	16	60
	6	9	00	14	17
	8	3A	00	02	43
	8	4A1	00	03	24
	8	4A2	00	03	24
	16	7	00	08	72
	15	1	00	04	86
	15	2C	00	00	81
	15	2A	00	01	21
	15	2H	00	08	48
	15	2G	00	01	62
	15	3	00	01	62
	23	11	00	02	83
	23	12	00	02	83
	25	6	00	10	53
	26	-	00	06	48
	29	11	00	00	40
	29	10A1	00	05	67
	29	10B	00	02	43
	29	12B	00	00	81
	29	12C	00	00	81
	30	4	00	07	29
	36	-	00	14	57
	34	1A	00	02	43
	47	-	00	13	36
60, NARAGAPALLI					
	201	2	00	10	93
	201	3	00	10	12
	201	5	00	14	17
	201	4	00	10	53
	200	2C	00	13	77
	200	2G	00	03	24
	200	2D	00	01	21
	197	6	00	33	60
	197	3	00	08	50
	197	4	00	14	98
	145	1A	00	07	69
	145	2D	00	02	83
	145	2C	00	20	24
	145	1E	00	02	02
	145	1F	00	04	05
	259	9	00	34	01
	259	5A	00	06	07
	259	6B	00	06	07
	259	8	00	01	21
	257	6	00	00	81
	257	2	00	05	67
	257	1	00	17	81
	256	16	00	01	62
	256	17	00	03	24

1	2	3	4	5	6
60, NARIGAPALLI (Continued...)	256	18	00	08	10
	256	15	00	02	83
	256	14	00	00	40
	256	2	00	02	43
	255	1A	00	16	19
	255	1B	00	15	79
	252	4	00	13	77
	252	5	00	10	12
	252	6	00	04	05
	251	8	00	06	07
	251	6	00	04	05
	251	7	00	02	43
	251	4	00	04	05
	251	2	00	06	68
	95	1	00	03	48
	95	3	00	09	10
	94	1	00	00	40
	94	2A	00	00	40
	94	2B	00	00	40
	94	2C	00	00	40
	94	2D	00	00	40
	98	19	00	00	26
	98	8	00	00	96
	98	9	00	03	64
	98	11	00	04	86
	98	12	00	02	83
	99	4A	00	02	43
	99	4B	00	04	05
	99	4C	00	02	02
	99	1	00	01	21
	99	2	00	01	21
	99	7	00	02	83
	99	8	00	00	40
	99	5	00	07	29
	100	1	00	06	48
	100	6	00	13	77
	100	4	00	04	05
	100	3A	00	03	64
	100	3B	00	04	05
	22	1A	00	12	15
	22	1B	00	12	15
	22	2	00	09	72
	79	6	00	03	24
	25	7	00	02	43
	25	6	00	06	07
	25	5	00	01	21
	25	8	00	00	81
	25	4	00	00	81
	78	1F	00	05	26
	78	1E	00	10	53

1	2	3	4	5	6
60, NARGAPALLI (Continued...)	78	1B	00	00	40
	15	3	00	05	67
	15	4	00	01	62
	15	1	00	04	86
	77	1B	00	07	29
	77	1A	00	07	29
	19	1	00	04	86
	19	8	00	03	64
	19	8	00	04	86
	19	2	00	01	21
	19	7	00	01	21
	76	6	00	03	64
	76	5	00	03	24
	76	3	00	00	40
	18	8	00	05	67
	72	9	00	02	02
	72	6	00	02	43
	72	8	00	00	81
	72	5	00	10	12
	72	7	00	02	43
	73	9A	00	00	81
	73	9B	00	04	86
	73	9C	00	05	67
	73	9D	00	04	05
61, ANUPPALLE	154	5	00	01	21
	154	4	00	01	21
	154	3	00	06	07
	154	2	00	04	45
	154	10	00	08	72
	154	12	00	02	83
	154	13	00	04	05
	153	1	00	07	69
	153	2	00	03	64
	153	3	00	02	83
	153	4	00	08	10
	153	5	00	02	43
	153	6	00	02	83
	152	3	00	02	83
	152	4	00	07	29
	152	2	00	04	45
	152	8	00	07	69
	150	2	00	11	74
	150	3	00	12	15
	150	4	00	03	64
	150	5	00	03	24
	150	6	00	04	86
	150	8	00	03	24
	151	4	00	02	83
	151	1	00	01	21

1	2	3	4	5	6
61, ANUPPALLE (Continued...)	130	2	00	11	74
	130	3	00	10	12
	130	4	00	04	86
	130	5	00	06	07
	128	5A	00	04	05
	128	4	00	04	05
	128	3	00	01	62
	126	6	00	03	24
	126	5	00	03	64
	126	4	00	07	29
	126	3	00	06	88
	124	4	00	07	69
	124	3	00	05	26
	124	5	00	09	72
	89	-	00	31	58
	86	-	00	23	48
	85	3	00	12	96
	87	1	00	22	27
	87	2	00	01	62
	58	2	00	12	15
	78	1C	00	19	03
	80	1A	00	12	96
	80	1B	00	12	96
	81	-	00	07	69

[F. No. R-25011/5/2007-O.R.-I]
S.K. CHITKARA, Under Secy.

नई दिल्ली, 27 जून, 2007

का.आ. 1870.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आन्ध्रप्रदेश राज्य में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली कि रिफ़ेनेरी से देवनागुडि टर्मिनल, बेंगलूर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "चेन्नै-बेंगलूर पाइपलाइन" बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधिन भारत के राजपत्र से यथा प्रकाशित इस अधिसूचना की प्रतिमाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्किस दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री एस्.सुब्रमन्यम राजु, सक्षम अधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, चेन्नै-बेंगलूर पाइपलाइन परियोजना, अपार्टमेंट सं 104, वटसला टावर्स, नाएडु बिल्डिंग्स, चित्तूर - 517 001, आन्ध्रप्रदेश को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

मंडल : बागदामार		जिला : फिक्कुर		राज्य : नेपाल		
मौजि का नाम	सकल स- खण्ड सं.	उप-खण्ड सं.	क्षेत्रफल			
			हक्टर	बुनर	वर्ग मीटर	
1	2	3	4	5	6	
83. मकडरम	54	1A	00	00	40	
	54	1D	00	02	02	
	54	1B	00	01	62	
	54	1C	00	02	02	
	54	1F	00	00	81	
	54	1G	00	02	83	
	46	23A	00	02	83	
	46	21C	00	01	21	
	46	6C	00	04	05	
	46	22A	00	02	43	
	46	22B	00	09	31	
	46	25	00	01	21	
	46	2	00	01	21	
	46	3	00	03	24	
	46	6B	00	12	96	
	56	8B	00	01	62	
	56	6C	00	01	21	
	47	1A	00	17	41	
	47	1A1	00	00	81	
	47	2B2	00	04	46	
	47	2A1	00	01	21	
	45	5A	00	07	29	
	45	2A	00	13	77	
	84	4F	00	10	93	
	84	4E	00	03	64	
	85	6A	00	11	74	
	85	6B	00	11	74	
	62	6G1	00	02	83	
	62	6G	00	05	26	
	62	4 F	00	00	81	
	84. पेरिफादि	249	2	00	10	53
		249	1D1	00	07	29
		249	1A1	00	14	57
		250	-	00	19	03
		246	3C	00	11	34
		246	3A	00	05	26
246		3B	00	05	26	
246		1B	00	16	19	
246		1A2	00	02	83	
243		1	00	12	55	
242		6	00	11	34	
242		5	00	03	24	
242		2	00	03	64	
242		3	00	04	45	
239		2A	00	04	05	
239		1	00	04	66	
237		2	00	05	67	

1	2	3	4	5	6
84, धरिवादि (क्रमतः....)	231	1C	00	29	55
	231	1F	00	07	29
	231	1D	00	05	26
	231	1B	00	00	40
	231	1A	00	20	24
	234	-	00	24	29
85, बायमारि	434	1	00	13	36
	434	2	00	03	24
	435	1	00	14	57
	431	1	00	16	60
	430	1	00	06	07
	430	2	00	06	07
	428	1	00	15	38
	428	2	00	10	12
	416	1	00	08	50
	415	1	00	02	83
	415	2	00	03	84
	415	3	00	02	83
	412	-	00	02	43
	397	3	00	04	86
	397	4	00	03	84
	397	5	00	02	83
	397	6	00	02	43
	397	1	00	01	62
	396	3	00	07	89
	396	1	00	02	83
	389	1	00	17	81
	390	-	00	16	19
	391	5	00	07	29
	392	-	00	01	62
	81	-	00	08	50
	79	-	00	07	29
	80	2	00	03	24
	80	1	00	10	53
	66	-	00	04	86
	67	1B	00	08	50
	67	1A	00	04	05
	69	3	00	04	06
	70	-	00	22	67
	73	3A	00	03	64
	73	3B	00	02	02
	73	1A	00	08	07
	73	1B	00	04	86
	74	-	00	16	60
	129	12	00	05	67
	130	22C	00	04	86
	130	22A	00	02	83
	130	21	00	03	24
	130	22B	00	00	40
	124	2	00	03	24
	123	-	00	08	10
	131	-	00	23	48

1	2	3	4	5	6
65, बादायनरि (अण्ड:....)	120	-	00	10	53
	139	6	00	06	88
	139	5B	00	06	48
	139	4B	00	05	26
	140	2F	00	11	74
	140	2D	00	04	88
	140	2E	00	01	62
	140	2B	00	01	62
	140	2A	00	01	21
	140	2C	00	01	21
	141	5	00	04	45
	141	6	00	06	10
	141	7	00	10	53
	141	2	00	06	10
	141	3	00	00	81
	141	4	00	00	81
	144	4	00	23	48
	144	5	00	23	48
	150	1A	00	24	29
	152	3	00	05	26
	152	4	00	04	86
	152	2	00	04	05
	152	1	00	17	00
	152	10	00	01	21
66, बुडिदिरेडिपल्ले	77	3	00	24	29
	77	2	00	11	34
	77	1	00	11	74
	76	4	00	06	48
	76	1	00	10	12
	71	4	00	02	43
	70	1	00	02	02
	87	1	00	53	04
	54	1	00	15	79
	57	3	00	03	24
	57	1	00	12	15
	57	6	00	12	15
	53	3	00	02	43
	53	2	00	04	05
	40	4	00	03	64
	41	8	00	02	43
	41	9	00	02	02
	41	6	00	00	40
	42	3	00	22	27
	42	4	00	02	83

[फा. सं. आर-25011/5/2007-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 27th June, 2007

S. O. 1870.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bangalore in the State of Andhra Pradesh, a pipeline should be laid by the Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the Right of User therein, or laying of the pipeline under the land to Sri S:Subrahmanyam Raju, Competent Authority, Indian Oil Corporation Limited, Chennai-Bangalore Pipeline Project, Apartment No. 104, Vatsala Towers, Naidu Buildings, Chittoor – 517 001, Andhra Pradesh.

SCHEDULE

Mandal : Yadamarl		District : Chittoor		State : Andhra Pradesh		
Name of the Village	Survey No.	Sub-Division No.	Area			
			Hectare	Are	Sq. Mtr.	
1	2	3	4	5	6	
63, MADHAVARAM	54	1A	00	00	40	
	54	1D	00	02	02	
	54	1B	00	01	62	
	54	1C	00	02	02	
	54	1F	00	00	81	
	54	1G	00	02	83	
	46	23A	00	02	83	
	46	21C	00	01	21	
	46	8C	00	04	05	
	46	22A	00	02	43	
	46	22B	00	09	31	
	46	25	00	01	21	
	46	2	00	01	21	
	46	3	00	03	24	
	46	8B	00	12	98	
	56	8B	00	01	62	
	56	6C	00	01	21	
	47	1A	00	17	41	
	47	1A1	00	00	81	
	47	2B2	00	04	45	
	47	2A1	00	01	21	
	45	5A	00	07	29	
	45	2A	00	13	77	
	84	4F	00	10	93	
	84	4E	00	03	64	
	85	8A	00	11	74	
	85	8B	00	11	74	
	62	6G1	00	02	83	
	62	6G	00	05	26	
	62	6F	00	00	61	
	64, PERIYAMBADI	249	2	00	10	53
		249	1D1	00	07	29
		249	1A1	00	14	57
250		-	00	19	03	
246		3C	00	11	34	
246		3A	00	05	26	
246		3B	00	05	26	
246		1B	00	16	19	
246		1A2	00	02	83	
243		1	00	12	55	
242		6	00	11	34	
242		5	00	03	24	
242		2	00	03	64	
242		3	00	04	45	
239		2A	00	04	05	
239		1	00	04	86	
237		2	00	05	67	

1	2	3	4	5	6
64, PERIYAMBADI	231	1C	00	29	55
(Continued...)	231	1F	00	07	29
	231	1D	00	05	28
	231	1B	00	00	40
	231	1A	00	20	24
	234	-	00	24	29
65, YADAMARI	434	1	00	13	36
	434	2	00	03	24
	435	1	00	14	57
	431	1	00	16	60
	430	1	00	06	07
	430	2	00	06	07
	428	1	00	15	38
	428	2	00	10	12
	416	1	00	08	50
	415	1	00	02	83
	415	2	00	03	64
	415	3	00	02	83
	412	-	00	02	43
	397	3	00	04	88
	397	4	00	03	64
	397	5	00	02	83
	397	6	00	02	43
	397	1	00	01	62
	396	3	00	07	69
	396	1	00	02	83
	389	1	00	17	81
	390	-	00	16	19
	391	5	00	07	29
	392	-	00	01	62
	81	-	00	08	50
	79	-	00	07	29
	80	2	00	03	24
	80	1	00	10	53
	66	-	00	04	86
	67	1B	00	08	50
	67	1A	00	04	05
	69	3	00	04	05
	70	-	00	22	67
	73	3A	00	03	64
	73	3B	00	02	02
	73	1A	00	06	07
	73	1B	00	04	86
	74	-	00	16	60
	129	12	00	05	67
	130	22C	00	04	86
	130	22A	00	02	83
	130	21	00	03	24
	130	22B	00	00	40
	124	2	00	03	24
	123	-	00	08	10
	131	-	00	23	48

1	2	3	4	5	6
85, YADAMARI (Continued...)	120	-	00	10	53
	139	6	00	06	88
	139	5B	00	06	48
	139	4B	00	05	26
	140	2F	00	11	74
	140	2D	00	04	86
	140	2E	00	01	62
	140	2B	00	01	62
	140	2A	00	01	21
	140	2C	00	01	21
	141	5	00	04	45
	141	6	00	08	10
	141	7	00	10	53
	141	2	00	08	10
	141	3	00	00	81
	141	4	00	00	81
	144	4	00	23	48
	144	5	00	23	48
	150	1A	00	24	29
	152	3	00	05	26
	152	4	00	04	86
	152	2	00	04	05
	152	1	00	17	00
	152	10	00	01	21
66, BUDITIREDDIPALLE	77	3	00	24	29
	77	2	00	11	34
	77	1	00	11	74
	76	4	00	06	48
	75	1	00	10	12
	71	4	00	02	43
	70	1	00	02	02
	87	1	00	53	04
	54	1	00	15	79
	57	3	00	03	24
	57	1	00	12	15
	57	6	00	12	15
	53	3	00	02	43
	53	2	00	04	05
	40	4	00	03	64
	41	8	00	02	43
	41	9	00	02	02
	41	6	00	00	40
	42	3	00	22	27
	42	4	00	02	83

[F. No. R-25011/5/2007-O.R.-I]
S.K. CHITKARA, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 1 जून, 2007

का.आ. 1871.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिटी यूनियन बैंक लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय चैन्नई के पंचाट (संदर्भ संख्या 123/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2007 को प्राप्त हुआ था।

[सं. एल-12012/125/2005-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 1st June, 2007

S.O. 1871.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 123/2005) of the Central Government Industrial Tribunal-cum-Labour Court Chennai as shown in the Annexure in the Industrial Dispute between the management of City Union Bank Ltd., and their workmen, received by the Central Government on 1-6-2007.

[No. L-12012/125/2005-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**

Thursday, the 26th April, 2007

PRESENT**K. JAYARAMAN, PRESIDING OFFICER****Industrial Dispute No. 123/2005**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of City Union Bank Ltd. and their workmen)

BETWEEN

Sri N. Ganesan

I Party/Petitioner

AND

The Operation Manager,
(Personnel),
City Union Bank Ltd.,
Kumbakonam.

II Party/Management.

APPEARANCE

For the Petitioner : Mr. W.T. Prabhakar,
Advocate.

For the Management : Mr. K. Jayaraman,
Advocate.

AWARD

The Central Government, Ministry of Labour vide Order No. L-12012/125/2005-IR (B-1), dated 1-12-2005 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :

"Whether the claim of Shri N. Ganesan against the management of City Union Bank Ltd., Kumbakonam for reinstatement with back wages is legal and justified? If not, to what relief the workmen is entitled to?"

2. After the receipt of the reference, it was taken on file as I.D. No. 123/2005 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :

The Petitioner was employed as an office assistant in the Respondent/Bank in the year 1991 and he was serving in Thiruvaidaimaruthur branch from 1-8-1991. Subsequently, he was appointed as permanent staff and his appointment was also confirmed. While so, the Respondent/Management obtained the signature of the Petitioner in blank papers on 31-1-94 and he was directed to come for duty after one year, as the number of staff in the branch are excess and therefore, he was not provided job. On the assurance, the Petitioner had waited for one year and after that when he approached the Respondent/Management, he was orally informed that he was terminated from service on 31-1-94 itself. Thereafter, he has raised the dispute before Labour officer, Thanjavur for conciliation and the conciliation was ended in failure and the matter was referred to Labour Court, Cuddalore. After that the Labour Court, Cuddalore has disposed of the matter that the Court has no jurisdiction to entertain the matter, as the Central Govt. Industrial Tribunal-cum-Labour Court alone has the jurisdiction. Accordingly, the Petitioner has filed an application before Assistant Labour Commissioner (Central), and after that the matter was referred to this Tribunal for adjudication. The Respondent/Management in terminating the services of the Petitioner has acted against the provisions of I.D. Act and has not followed the rules and regulations. No enquiry was conducted on the basis of principles of natural justice. Therefore, the termination is illegal and *void ab initio*. Hence, the Petitioner prays this Tribunal to set aside the order of termination and reinstate the Petitioner into service with continuity of service and back wages.

4. As against this, the Respondent in its Counter Statement contended that it is no doubt true that the Petitioner was employed as a messenger. It is false to allege that he was terminated w.e.f. 30-1-1994. It is also false to allege that Respondent Management has obtained the Petitioner's signature on some blank papers on 31-1-1994

and he was directed to come after one year due to excess in number of staff. It is also false to allege that the Petitioner was terminated. On the other hand, due to family circumstances, the Petitioner resigned his employment by letter dated 18-1-1994 and the said resignation was accepted and he was relieved w.e.f. 31-1-1994. His relieving order was sent on the same date and it was received by him on 2-2-1994. Thereafter there is no relationship of workman and employer existed between the Petitioner and the Respondent/Management. The allegation made against the Respondent/Management were not only false but made for the first time and it was taken up by the Petitioner belatedly as an afterthought. This Respondent has not violated any of the provisions of the I.D. Act much less I.D. Act. The Petitioner was not at all terminated in any manner as alleged. Inasmuch as the element of termination is absent, the Petitioner cannot invoke Section 2A of the I.D. Act. The Petitioner was not dismissed and hence, framing of charge and taking up of enquiry do not arise. The Petitioner has taken different stand before various forums. Hence, the Respondent prays that the petition may be dismissed with costs.

5. In the reply statement, the Petitioner contended that only to get rid of the Petitioner from Respondent/Bank, the officials of the bank forcibly obtained his signature on a blank paper on 18-1-1994 and directed the Petitioner to come after one year. The Petitioner had signed the resignation letter out of fear and coercive methods adopted by the Respondent. The resignation was not voluntary and therefore, the termination is illegal, arbitrary and contrary to principles of natural justice and this amount to unfair labour practice. Hence, he prays an award in his favour.

6. In these circumstances, the points for my consideration are :—

- (i) "Whether the claim of the Petitioner against the Respondent/Management for reinstatement with back wages is legal and justified?"
- (ii) To what relief the Petitioner is entitled?"

Point No. 1:

1. The allegation of the Petitioner in this case is that he was appointed as office assistant at Thiruvaidimaruthur branch by the Respondent/Bank in the year 1991 and subsequently, he was confirmed on 26-3-1993 in that post. While so the Respondent/Management has obtained his signature on blank papers on 31-1-1994 and he was not provided with job on the ground that there were excess staff in their establishment.

8. As against this, the Respondent contended that the Petitioner was not terminated as alleged by him. But, on the other hand, he has given a letter of resignation on 18-1-1994 and it was accepted by the Respondent/Management and he was relieved from service on 31-1-1994 and he has also received relieving order by

acknowledging the letter on 2-2-1994. Therefore, the question of termination will not arise in this case.

9. But, again, on behalf of the Petitioner it is contended that the allegation, that the Petitioner has given letter of resignation on 18-1-1994 is not true and it is also not true that he has written the letter and when it was written by him, the reason stated in the letter due to Petitioner's family situation, he is not able to do his duties properly is false. Therefore, it can be presumed that the letter was obtained by coercion and compulsion and therefore, it is a unfair labour practice adopted by the Respondent/Bank upon the poor Petitioner and hence, no reliance can be placed upon the resignation letter.

10. But, as against this, the learned counsel for the Respondent contended that the Petitioner has given a letter dated 18-1-1994 which is marked as Ex. M 16 in which the Petitioner has admitted his signature. Subsequently, the Head Office has accepted his resignation and was relieved from service on 31-1-1994 as per the orders of higher officers and he further received the relieving order on 2-2-1994 and the acknowledgment is also marked as Ex. M8. After receiving all these things, the Petitioner has not taken any steps nor disputed the resignation letter. Only on 18-11-1995, nearly after two years, he raised the dispute before the labour authorities, as if he was illegally terminated. Even in that application namely under Ex. M9, he has not made any whisper about his resignation or obtaining of his signature in blank papers. Though in the present dispute, he has raised the contention that the signature was obtained in blank papers, in the cross-examination, he stated that body of the letter was not written by him. A perusal of the document would clearly reveal that the Petitioner has resigned his employment and consequent upon his resignation, he was relieved from the employment. The fact that he did not say anything about the resignation clearly establish that his resignation letter was a concocted one cannot be accepted. Further, the Petitioner alleged that this letter under Ex. M 16 was obtained by Respondent/Management by undue influence of coercion, therefore, the entire burden is upon the Petitioner to establish that this document has been concocted or obtained by coercion undue influence and so on; but, on the other hand, there is no evidence on the side of the Petitioner either oral or documentary to establish that his resignation letter was obtained by force or coercion. Further, the fact that he did not take up the contention of concoction or resignation letter in the earlier proceedings clearly establish that his contention is only an afterthought and made only for the purpose of this case.

11. Again, the learned counsel for the Respondent contended that present reference is being under section 2A of the I.D. Act and the real dispute is one relating to resignation and in the absence of admitted case of termination, Section 2A cannot be invoked. Further, in the absence of any reference regarding resignation, the issue

of non-employment cannot be disposed of and the same would enlarge the scope of reference. Further, he relied on the rulings reported in 1984 ILLN 297 SITARAM VISHNU SHIRODKAR Vs. ADMINISTRATOR, GOVT. OF GOA AND OTHERS. In that case, the employee contended that he was removed from service, while the contention of the employer was that the employee had voluntarily abandoned the job. Thus the real dispute is whether the services of employee were terminated or whether he had voluntarily abandoned the job? However the reference made under Section 10(1)(d) of the I.D. Act was to, the effect that whether the termination was legal and justified and if the answer is in negative, to what relief the workman was entitled? The question in that case is whether the reference in terms is legal? Wherein the Division Bench of the Bombay High Court has held that, "the Tribunal could not travel beyond the reference, and decide the question whether the workman had abandoned his service and the Petitioner/ employer had terminated the services of workman was an act fastened on the employer by this reference and the only question left open for decision was whether the termination was legal and proper. As the real dispute was not made the subject matter of the reference, the reference itself was bad and was liable to be quashed." Relying on this decision, learned counsel for the Respondent argued that though the Petitioner alleged that he was illegally terminated by the Respondent/Management, it is really whether the Petitioner has resigned the post of messenger or whether he has been terminated as alleged by the Petitioner, but the reference is not with regard to whether the resignation is true or not. Under such circumstances, this Tribunal cannot go beyond the reference made to it. Under such circumstances, the allegation of the Petitioner has to be rejected summarily, as he is not entitled to any relief.

12. Though I find some force in the contention of the learned counsel for the Respondent, in this case, the evidence was let in by both sides and both sides have produced documents to prove, their case. In this case, though the Petitioner alleged that the Respondent/ Management has obtained his signature in blank papers and they have created the resignation letter, it is not established by the Petitioner that the Respondent/Bank has obtained his signature in blank papers. Further, even according to the Petitioner, his services were terminated from 31-1-1994, but he has taken action against the Respondent/ Management only in the year 1995 i.e. nearly about two years after the incident. The Petitioner has not stated for what reason, he has kept quiet for nearly two years. Furthermore, on 2-2-1994 the Petitioner has received a letter under Ex. M7 which says that his resignation letter has been accepted. If really, the Petitioner has got any grievance against that letter or if really, his signature was obtained by coercion or force, he would have sent a notice or taken action against the concerned persons with regard

to this letter, but he has not taken any steps towards that nor has he given any complaint to the authorities. Under such circumstances, the allegation that he was terminated by the Respondent/Bank cannot be accepted. Under such circumstances, I find there is no point in the contention of the Petitioner that he was terminated by the Respondent/Bank. Therefore, I find this point against the Petitioner.

Point No. 2:

The next point to be decided in this case is to what relief the Petitioner is entitled?

13. In view of my foregoing findings that the claim of the Petitioner against the Respondent/Management for reinstatement with back wages is not legal and justified, I find the Petitioner is not entitled to any relief. No Costs.

14. Thus, the reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 26th April, 2007)

K. JAYARAMAN, Presiding Officer

Witnesses Examined:—

For the Petitioner : WWI Sri N. Ganesan

For the Respondent : MWI Sri K. Kasinathan.

Documents Marked:—

For the I Party/Petitioner : Nil

For the II Party/Management:—

Ex.No.	Date	Description
M 1	19-7-91	Xerox copy of the office order as apprentice
M 2	1-8-91	Xerox copy of the joining report
M 3	26-03-92	Xerox copy of the order of probation
M 4	26-3-93	Xerox copy of the order of confirmation
M 5	5-3-93	Signature of the Petitioner in his letter to Respondent
M 6	18-1-94	Xerox copy of the signature of Petitioner in the Resignation letter
M 7	31-1-94	Xerox copy of the office order relieving the Petitioner from Service
M 8	Nil	Xerox copy of the postal acknowledgement card
M 9	18-11-95	Xerox copy of petition before Labour Officer, Thanjavur
M 10	16-12-95	Xerox copy of the reply given by respondent bank before Labour Officer
M 11	Nil	Xerox copy of the 2A petition filed by Petitioner
M 12	Nil	Xerox copy of reply statement filed by Respondent before Labour Court, Cuddalore

- M113 16-3-05 Xerox copy of the 2A petition filed by Petitioner before Labour Enforcement Officer (Central)
- M14 20-4-05 Xerox copy of the reply filed by Respondent before Assistant Labour Commissioner (Central) Madurai
- M15 5-3-93 Original letter from the Petitioner to Respondent/Bank Along with original bill dated 3-3-93.
- M16 18-01-94 Xerox copy of the resignation letter from Petitioner to General Manager of Respondent/Bank
- M17 31-01-94 Xerox copy of the letter from Chief Officer (Per) to The Manager, Thiruvaidaimarudur with regard to Acceptance of resignation letter of Petitioner

नई दिल्ली, 4 जून, 2007

का.अ. 1872.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ़ बड़ोदा के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के संघट (संदर्भ संख्या 64/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2007 को प्राप्त हुआ था।

[सं. एल-12012/18/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 4th June, 2007

S.O. 1872.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/2003) of the Central Government Industrial Tribunal-cum-Labour Court Lucknow as shown in the Annexure in the Industrial Dispute between the management of Bank of Baroda and their workman, received by the Central Government on 04-06-2007.

[No. L-12012/18/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

Shrikant Shukla, Presiding Officer

L.D. No. 64/2003

Ref. No. L-12012/18/2003-IR (B-II) Dt. 19-5-03

BETWEEN

Sh. Sukh Deo Kumar,
S/o Ram Swarup,
Village Ahiraili,
Malikpur P.O. Pakharaili
Sultanpur.

AND

The Asstt. General Manager Bank of Baroda,
Regional Office, 19 Way Road,
Lucknow.

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute vide No. L-12012/18/2003-IR (B-II) Dt. 19-5-2003 for adjudication to the Presiding officer, CGIT-cum-Labour Court, Lucknow:

"Whether the action of the management of Bank of Baroda in terminating the services of Shri Sukh Deo Kumar S/o Shri Ram Swarup w.e.f. 25-1-2002 is legal and justified? If not what relief the concerned workman is entitled to?"

Worker's case in brief is that he remained appointed since 16th Aug. 1999 at Bhadaiyan Branch Sultanpur of Bank of Baroda and he continued working till 24-1-02 without any interruption. However, he has alleged that he has not been paid from 17-1-2000 to 24-1-02. It is further alleged that without any prior information/notice worker was restrained from work. It is further alleged in para 7 of statement of claim that he continued working at main branch of the Bank of Baroda, Sultanpur since 26-12-95. Worker has therefore prayed that he be reinstated in Bhadaiyan branch of Bank of Baroda, Sultanpur w.e.f. 24-1-02 with all consequential benefits and back wages.

Worker has filed photo copies of the following documents with his statement of claim:

1. Paper 2/4, 2/5 the statement work unsigned.
2. Photo copy of detention of worker on 15-2-96, Paper No. 2/6
3. Detention of worker on 20-1-97 paper no. 2/7
4. Photo copy of Statement of Prabhu Dayal dt. nil having signature of Sukh Deo Kumar dated. 21-1-97 to the effect that the worker is working on daily wage in Bank of Baroda, Sultanpur Branch. Paper No. 2/7
5. Photo copy of detention of worker in Bhadaiyan branch of the bank on 18-3-97. Paper No. 2/8
6. Photo copy of certificate of detention of worker on 19-3-97. Paper No. 2/9
7. Photo copy of writing address to some Pandeyji stating that Sukh Deo Kumar is sent with the request that money be deposited and the payment be made dt. 4-10-2001. Paper No. 2/10
8. Photo copy of writing address to Pandeyji for getting the money deposited as there is no money due in the account. Paper No. 2/11.
9. Photo copy of extract of some writing without any signature. Paper No. 2/12 to 2/15.

Asstt. General Manager, Bank of Baroda, Regional Office, Lucknow has filed written statement on behalf of the opposite party and has stated that the worker was never appointed by the Bank against any vacancy in any capacity whatsoever and hence the question of termination does not arise. It is further submitted that none of the branches mentioned in the statement of claim i.e. Bhadaiyan and main branch of Sultanpur are authorised to appoint any person. The Branch Manager are not the appointing authority hence the question of appointing the worker does not arise. The appointment in the bank is governed by certain statutory rules and guidelines issued by the Government of India and the appointment of any person in sub staff cadre is to be made through Employment Exchange only. Whenever any post of staff falls vacant the names of the candidates are called from the employment exchange and after interview, selected person is issued appointment letter by the competent authority. Sri Sukh Deo Kumar has never been sponsored by the employment exchange and he has never been subjected to selection process like interview etc. and no appointment letter is issued to him as such he has no claim. In fact the worker supplied the water etc. and he was paid the cost of the same by Bhadaiyan branch for the period w.e.f. 16-8-99 to 17-1-2000 and the payment has been duly received and acknowledged by the worker. The worker was never engaged after 17-1-2000. It is again submitted that worker was not required to supply water after 17-1-2000 hence no payment was warranted thereafter. It is also submitted that worker himself has stopped coming after 17-1-2000. It is submitted that contention of the worker that he worked at bank's main branch at Sultanpur w.e.f. 26-12-95 is totally wrong and false. In fact the worker supplied water to the branch on the following days :

28-10-1996 to 02-11-1996	6 days
04-11-1996 to 09-11-1996	6 days
12-11-1996 to 16-11-1996	5 days
18-11-1996 to 23-11-1996	6 days
25-11-1996 to 30-11-1996	6 days
02-12-1996 to 06-12-1996	5 days
09-12-1996 to 13-12-1996	6 days
16-12-1996 to 21-12-1996	6 days
23-12-1996 to 28-12-1996	6 days
29-12-1996 to 04-01-1997	7 days
05-01-1997 to 11-01-1997	7 days
30-03-1997 to 30-03-1997	1 day
11-08-1997 to 15-08-1997	5 days
16-08-1997 to 18-8-1997	3 days
23-08-1997 to 23-08-1997	1 day
15-09-1997 to 20-09-1997	15 days

Replying to the para 8 of the statement of claim that Manager of main branch of Bank of Baroda directed the Branch Manager, Bhadaiyan branch for engaging the

worker as labour, the opposite party has stated that the same is wrong. Opposite party has accordingly prayed that the worker is not entitled to any relief.

The representative of the opposite party has filed the following vouchers.

1. Voucher dt. 20-9-97 cost of water and fetching charges paid to Sukh Deo Kumar from 15-9-97 to 20-9-97 total six days Rs. 332/- paper no. 4/2
2. Voucher dt. 10-9-99 showing payment of Rs. 420/- for supplying water @ Rs. 6/- per bucket for 5 bucket a day for 14 days i.e. from 16-8-99 to 21-8-99 paper no. 4/3
3. Voucher dt. 1-10-99 for supplying of water for 16 days w.e.f. 1-9-99 to 20-9-99 total Rs. 480/- paper no. 4/4
4. Voucher dt. 16-10-99 for Rs. 480/- for supply of water for 16 days Paper no. 4/5.
5. Voucher dt. 6-11-97 for payment of water charges for 16 days Rs. 480/- Paper no. 4/6.

Worker has filed the reply of written statement. Worker has reiterated that he was also working in the main branch of Bank of Baroda w.e.f. 26-12-95 and during the working the authority given certificate of working in the bank. It is also alleged that the work is available under the supervision of the opposite party and higher authority are well aware of the fact. They are also aware of shortage of the staff in which place the worker is working since 1997 to 2000 head branch as well as Bhadaiyan branch. It is submitted that worker has been dis-engagement without following the prescribed procedure as laid down in I.D. Act. Worker has alleged that "It is also relevant to mention here that opposite party had not filed any documents evidence about work of the applicant is water supply and also not filed by documentary evidence for payment of water supply of the applicant". It is reiterated that the worker has worked as casual labour.

Worker has again filed the photo copies of paper no. 2/7, 2/6, 2/8, 2/9, as already stated above.

Opposite party has filed following additional documents for payment to the worker Sukh Deo Kumar:

1. Voucher dt. 30-8-99 expenses incurred towards sending postal article Rs. 54 alongwith postal received.
2. Voucher dt. 16-9-99 for Rs. 300/- Electrostat charges alongwith the receipt of Rs. 300
3. Voucher dt. 16-9-99 for Rs. 490/- for Electrostat charges alongwith receipt.
4. Voucher dt. 18-9-97 cost of Bulb, holder Rs. 50
5. Voucher dt. 21-9-99 Rs. 388/- for Electrical goods.
6. Voucher dt. 21-9-99 for Rs. 378/- for electrical goods.

7. Voucher dt. 21-9-99 for Rs. 422/- for electrical goods.
8. Voucher dt. 5-9-99 for Rs. 78/- for Electrostat.
9. Voucher dt. 9-10-99 for Rs. 110/- for misc. goods.
10. Voucher dt. 14-10-99 for Rs. 77/-
11. Voucher dt. 16-10-99 for Rs. 4 for misc. items.
12. Voucher dt. 20-10-99 for Rs. 133/-
13. Voucher dt. 21-10-99 for Rs. 8/-
14. Voucher dt. 31-10-99 for Rs. 30/-
15. Voucher dt. 6-11-99 for Rs. 450/-
16. Voucher dt. 6-11-99 for Rs. 300/- for Electrostat charges.
17. Voucher dt. 15-11-99 for Rs. 330/- for supply of water from 1-11-99 to 12-11-99.
18. 17-1-2000 for Rs. 240/- for supply of water 15-11-99 to 22-11-99 and 17-1-2000.

All documents filed by the opposite party are original. Though the opposite party has also filed photo copy thereof.

Worker has filed the originals of 2/6, 2/7, 2/8 and 2/9.

It is relevant to mention here that court ordered case to proceed ex-party against the worker on 14-10-03 and the next date was fixed 12-12-03 and on 12-12-03 the opposite party examined Sri Kali Sewak Shukla, Chief Manager of the bank. Thereafter 19-12-03 and 23-3-04 was fixed for argument. However, worker was issued registered notice for his prolong absence on 25-3-04 and on 8-6-04, authority letter was filed by Advocate Sri M.S. Siddiqui and he was made available the copy of written statement. On 20-7-04 worker moved an application for setting aside ex-party order against him which was allowed at the cost of Rs. 200.

Worker examined himself and closed his evidence.

Opposite party examined Sri Chandra Bhal Gautam.

Heard representatives of the parties and perused evidence on record.

Worker has stated in his statement of claim that he remained engaged as daily wage worker since 16-10-99 but has not mentioned till what date he remained in the employment there at Bhadiayan Branch of Bank of Baroda of Sultanpur.

It is also noteworthy that worker has stated that he worked in the main branch of the bank till 24-1-02 but has not clearly mentioned as to from which date he worked in the main branch of bank at Sultanpur.

It is admitted by the worker that he has not been paid from 17-1-2000 to 24-1-2000. However, he has stated that w.e.f. 16-8-99 to 17-1-2000 he was not paid minimum wages.

The worker has stated in para 7 of the statement of claim that he continued working in main branch of the bank since 16-12-95 but failed to mention as upto what date he worked in the main branch from 26-12-95.

It is also not a case wherein the worker was given any appointment letter to the effect that he has been engaged as daily wage worker. Similarly there is no termination order as well. The voucher filed by the opposite party in original contained the signatures of Sukh Deo Kumar the worker and the same are not denied. Paper no. 4/2 to 4/6 goes to show that worker was paid for supply of water as follows :

1. 15-9-99 to 20-9-99	6 days
2. 16-8-99 to 31-8-99	14 days
3. 01-9-99 to 20-9-99	16 days
4. 21-9-99 to 9-10-99	16 days
5. 11-10-99 to 30-10-99	16 days
	<hr/> 68 days

Opposite party has also filed 2 additional vouchers of Rs. 330/- and 240/- respectively which shows the details as under :

1. Water supply charges 1-11-99 to 13-11-99 11 days
2. 15-1-99 to 22-1-99 and 17-1-2000 Rs. 240/- 8 days @ Rs. 30/- per day

Thus total number of days are 87 days.

If the original documents filed by the worker are taken into consideration then the fact emerges is that the worker worked on 20-1-97, 21-1-97, 15-2-96, 18-3-97, 19-3-97 thus the total number of days which comes on record is 92 days.

From careful perusal of the above document it shows that the worker last worked and paid on 17-1-2000. It is needless to mention that worker was paid consolidated water charges from 15-11-99 to 22-1-99 and 17-1-2000 this clearly shows that worker was not in continuous service as he tried to allege in his statement of claim. He has not worked a single day in Dec. 1999.

The provisions contained in section 25D of ID Act are required to be complied with if the workman concerned had completed 240 days of service, within the period of 12 months preceeding the year of termination. It is also settled law that the burden to prove lies upon the worker who asserts the protection of section 25F of the I.D. Act.

In the present case workman raised contention of rendering continuous service w.e.f. 26-12-95 till 24-1-2002 and the learned representative of the worker has tried to argue that worker has worked from 26-12-95 till 24-1-02 and to prove the said fact. Worker has filed certain documents which by themselves are not sufficient to prove the continuity of the service.

Worker has examined himself in support of his case and he has admitted that from 17-1-2000 he has not been paid and he has tried to say that his wages to the tune of 30 months are due on the Bhadiayan Branch of the Bank of Baroda, Sultanpur.

Worker has stated in his examination in chief that he worked in Sultanpur branch of the bank from 26-12-95 to

1998 but he has not mentioned the date and the month of the 1998 and has stated that he does not remember. Worker has thereafter stated in the examination in chief only that he worked w.e.f. 16-8-99 to Jan. 2002 in Bhadaiyan branch of the bank. If his statement is taken to be true then it is clear that he did not work at least in any branch of the bank from 1st Jan. 99 to 15th August 1999. According to his own statement there is interruption in the services and therefore there is no question of continuity. It is undoubtedly clear that the worker was not a regularly appointed worker instead he was according to his own case was casual worker, who appoint him in Bhadaiyan branch in the bank and who appointed him in main branch of Sultanpur of the bank is not clear.

The worker has stated in his examination in chief that he was getting Rs. 55/- per day while he was posted in Sultanpur branch and Rs. 30/- per days when he was posted at Bhadaiyan branch. From the vouchers filed by the opposite party dt. 17-1-2000, it is clear that worker has been paid @ Rs. 30/- per day. In the circumstances if his statement is taken to be true then job would have been different in the main branch of Sultanpur and that of Bhadaiyan branch. From the documentary evidence on record it is found that the nature of work entrusted to the worker was fetching water in the bank for which he was paid the details of which has already been mentioned above.

In absence of sepecific evidence as to who engaged him in Sultanpur main branch and in the Bhadaiyan branch of the bank as casual labour, the general presumption will be that concerned Branch Manager might have appointed him the respective branches if the same is true. It is admitted fact that the worker did not go by the regular test, interview. The worker himself stated that he does not to know who is appointing authority in the case of recruitment of sub-staff.

Although the worker stated in examination in chief at para 3 that he worked at Bhadaiyan branch w.e.f. 16th August, 1999 to 24-1-02 but in question to the court at page 2 para 4 the worker stated that he received wages for 7-8 months only. Meaning thereby accordingly to the worker he received salary up to March, April, 2001 whereas from the evidence on record he was last paid on 17-1-2000. From the entire evidence it is clear that the worker has not in continuous service of the bank up to 24-1-2002. It is not proved or alleged by the worker that he took any action for non-payment of salary w.e.f. 17-1-2000 to 24-1-2002. On the other hand the witness of the opposite party has stated that the worker did work w.e.f. 16-8-99 to 17-1-2000 intermittently for supplying water and thereafter worker himself stopped providing water.

The witness of the opposite party Sri C.B. Gautam has stated that there are two clerks and Branch Manager with a peon and a part time sweeper and the name of regular peon Ram Kripal.

Worker has filed photo copies of the two documents i.e. 2/10 and 2/11, the original of which has not been filed

by the worker in the court. The same pertains to letter of Peon Ram Kripal dt. 4-10-2001 and 22-11-01 which is reproduced as under :

खाता नं. 325

पाण्डे जी नमस्कार,

हम आपके पास सुखदेव को भेज रहा हूँ। कृपा करके जो हो सके रुपया खाते में जमा करा दें और हम इन सब का भुगतान कर दें।

हस्ता/-

हस्ता/-

सील

सुखदेव कुमार

राम कृपाल

बैंक ऑफ बड़ौदा

4/10/01

सेवा में पाण्डे जी नमस्ते,

आपके पास सुखदेव को भेज रहा हूँ। आप कृपा करके जो रुपया हो बैंक में जमा करने का कष्ट करे बैंक में पैसा नहीं है ज्यादा से ज्यादा जमा करे।

हस्ता/-

हस्ता/-

सील

सुखदेव कुमार

राम कृपाल

बैंक ऑफ बड़ौदा

22/11/01

The above document have not been signed by any of the officers of Bank of Baroda but has been signed by Ram Kripal it does not go to show that there was any relationship of employer and employee then Bank of Baroda and Sukh Deo Kumar on 4-10-01 and 22-11-01. It appears that worker has tried to make out the case half-heartedly that he was in the service during intervening period from 17-1-2000 to 24-1-2002.

In (2005) 5 Supreme Court Cases 100 Manager, Reserve Bank of India, Bangalore vs. S. Mani and others Hon'ble Supreme Court referred the case of Range Forest Officer vs. S.T. Madimani at para 30 and the same is reproduced below : "3..... In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone the award is liable to be set aside."

In this case there is no cogent evidence the worker continued working up to 24-1-02 excepting his own evidence which is not sufficient as the same is not corroborated by any documentary evidence. In the circumstances I come to the following conclusion :

1. Worker was not continuously employed in Bhadaiyan branch of bank up to 24-1-02, instead he was disengaged till 17-1-2000.

2. His services were not of continuous nature instead he was engaged intermittently.

Although there is recital of certificate for working in the bank but no such certificate is on the record.

Worker has filed documents paper no. 2/4, 2/5, 2/12 to 2/15 the said documents are not authentic and they are ignored.

In the present case the worker's case is covered under section 25B(2) of the I.D. Act and it has been held in (2005) 8 Supreme Court Cases 450 Sunder Nagar District Panchayat Vs. Jethabhai Pitamber Bhai that burden of proof lies on the workman it is for the workman to adduce evidence apart from examining him to prove the said factum of 240 days continuous service. Such evidence in the form of receipt of salary or wages for 240 days or record of appointment or engagement but in the present case worker has not only failed to prove that he has worked 240 days continuously before the termination of his service with 12 calendar months and has also failed to prove that he was actually terminated on 25-1-02, with the result that employer was not obliged to give notice pay or compensation. The representative of the opposite party has argued that worker intended to get backdoor entry in the bank in violation of prescribed procedure laid down for recruitment.

Worker has failed to prove that he was continuously worked till 24-1-02 and his services were terminated w.e.f. 25-1-02. Worker has also failed to prove that he worked continuously for 240 days prior to his termination with 12 calendar months. Award accordingly. Worker is not entitled to any relief.

Lucknow
30-5-2007

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 4 जून, 2007

का. आ. 1873.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार पंजाब व सिंध बैंक के प्रबंधक के सम्बद्ध निवोचकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 3/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2007 को प्राप्त हुआ था।

[सं. एल-12011/155/2004-आईआर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 4th June, 2007

S.O. 1873.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 3/2005)

of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank, and their workmen, which was received by the Central Government on 4-6-2007.

[No. L-12011/155/2004-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER: R. N. RAL I.D. No. 3/2005

PRESENT:

Shri Harsh Aggarwal —1st Party

Shri Rajat Aroza —2nd Party

IN THE MATTER OF:

Shri Ashok Sharma,
S/o Shri Ram Singh,
C/o. Rashtriya Rajdhani Kshetra
Engg. & General Mazdoor Union,
C-141, Karanpura,
New Delhi-110015

Verus

The Manager,
Punjab & Sind Bank,
B-38-39, Industrial Area,
Narayana Phase-I,
New Delhi-110015

AWARD

The Ministry of Labour by its letter No.L-12011/155/2004-IR (B-II) Central Government dt. 4-1-2005 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the demand of the Rashtriya Rajdhani Kshetra Engg. and General Mazdoor Union in respect of the workman Shri Ashok Sharma for reinstatement and regularization in the establishment of Punjab and Sind Bank, New Delhi is just, fair and legal? If yes, what relief the workman is entitled to and from which date."

The workman applicant has filed claim statement. It has been stated therein that the claimant was working as a peon with respondent at its address mentioned in the cause title, continuously since the year 1994 at the last drawn wages of Rs. 1900/- per month.

That during his period of service the claimant had been working diligently and to the complete satisfaction of

the management, without giving any chance of complaint. A copy of letter dated 2-7-1999 written by an officer of the respondent bank to the Post Master, Naraina, New Delhi clearly showing that the claimant was an employee of the respondent is annexed as Annexure C-1. A copy of certificate dated 8-2-2000 from the Manager of the respondent certifying, that the claimant was working as a peon is annexed as Annex. C-2. A copy of the organizational hierarchy chart of the respondent duly signed by the concerned officers is annexed herewith as Annexure-C-3. Copies of various cheques/drafts issued by the respondent to the claimant from time to time is annexed herewith as Annexure-C-4 (colly.). It is also pertinent to mention that at time the cheques issued by the respondent to the claimant the fictitious name which were bearer and overshed over the counter.

That despite repeated requests of the claimant the respondent neither gave any appointment letter to the claimant nor did it regularize the services of the claimant and nor did the respondent pay the minimum wages as fixed by Government from time to time.

That in response to the request of the claimant, The management only gave oral assurances to the claimant which turned out to be nothing but false.

That the respondent made the claimant to write/sign that he was paid the money for preparation of small and large files, twice every month, whereas the respondent took the work of a peon from the claimant, which included all kind of routine office job of a bank. The poor and helpless claimant had no other option but under pressure and a threat of closing his job, to write whatever the respondent asked him.

That finally the patience of the claimant gave way and he once again on 12-9-2002 requested the respondent to regularize his services at the post of peon and pay him minimum wages as fixed by Government @ Rs. 2667.40 per month in the month of February, 2002. Feeling agitated by the legal and justified demands made by the claimant, the respondent on 14-9-2002 terminated the services of the claimant with complete disregard to the law of land.

That the claimant sent a registered demand notice dated 10-9-2004 to the respondent thereby claiming regularization of service, payment of minimum wages, earned wages for period 1-9-2002 to 13-9-2002 reinstatement in service etc. the respondent neither sent a reply to the said notice nor did it fulfil the demands of the claimant. A copy of the said notice is annexed herewith as Annexure C-5.

The management has filed written statement. It has been stated therein that the claimant Shri Ashok Sharma was not an employee of the management bank and there was no employer-employee relationship between the parties. However, the claimant was engaged on daily wage basis for a limited period of time. The claimant having

worked for a very limited period on casual basis was paid in accordance with days of working and since he has not completed 240 days in one calendar year preceding the alleged date of his termination, it would not entitled him to any relief by this Hon'ble Court.

It is wrong and denied that the claimant was working with the respondent bank as peon. That it is further wrong and denied that he was paid salary of Rs. 1900 p.m. the claimant was engaged only on daily wage/casual basis and was paid for the said engagement.

It is wrong and denied that the claimant had been working diligently or to the satisfaction of the management, as stated. The management has checked up with regard to the status of the letter dated 2-7-1999. However the said letter would not show that the claimant was an employee of the bank. It is already submitted that the foregoing paras that the claimant was engaged only on casual/daily wage basis for which he was paid by the bank. It is noteworthy to point out here that the recruitment in the bank for the sub-staff is done through Employment Exchange and the claimant has not been registered with any such Employment Exchange. Further more the letter dated 8-2-2000 written by Shri Paramjit Singh, Sr. Manager does not inspire any confidence in view of the fact that Shri Paramjit Singh has himself declined to having written such a letter. The organizational hierarchy chart as submitted by the claimant is his own chart which is wrong and denied. The copy of the draft/annexures attached with the claim itself shows the false nature of the claim as some of the drafts/cheques have been issued not in favour of the claimant but in favour of other persons namely Ashok Kumar, Jeot Sharma, Jidata Sharma, Sanjay Kumar etc. which itself show the false nature of the claim of the claimant.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averment of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

From pleadings of the parties the following issues arise for determination :

1. Whether the workman has performed 240 days work during his period of employment ?
2. Whether the workman is entitled to reinstatement?
3. What amount of back wages the workman is entitled to?

Issue No. 1:

It was submitted from the side of the workman that the workman has worked for 240 days every year during his entire tenure of employment. He has continuously worked for 240 days in all the years of his engagement.

My attention was drawn to Annexure C-1. This is letter of Shri Hari Prakash, Officer. This letter has been written to Post Master, Naraina and it has been stated that Shri Ashok Kumar Sharma is an employee of Punjab and Sind Bank. This letter has not been denied by the management so this is admissible in evidence. Only this letter establishes the fact that the workman is an employee of the bank.

Another letter Annexure C-2 has been issued by the Punjab and Sind Bank. This letter has also been admitted. In this letter also the management has admitted that the workman is a temporary peon.

Annexure C-3 is also admitted and Shri Ashok Kumar Sharma has been shown as Daftri and Shri Hari Prakash has been shown as Officer who has issued C-1. All the 3 letters are admitted and the management has admitted that the workman is a temporary employee. He is a Daftri and he is a Peon of the bank. Besides these documents the workman has filed photocopy of cheques. B-12 to B-85. Management witness has admitted that all the cheques have been issued by the management. These cheques also show that the workman worked with the management from 12-9-1995 to 9-9-2002. Management witness has admitted as under :

"That the claimant was engaged for casual work like binding, serving water and other miscellaneous work generally done by a Peon. I do not know the number of sanctioned post of peons in the concerned department of the bank. I cannot say how often is made for the requirement for engaging daily wagers. I confirm that all the cheques relied upon by the claimant had been issued by the bank. I do not know whether in the present case, the bearer cheques in other's name were got encashed by the claimant. It is correct that we have not placed any letter on record denying the letter dated 2-7-1999 of Shri Hari Prakash which is Ex. C-1. I cannot confirm or deny whether the claimant has worked for 240 days in one calendar year preceding the alleged date of termination. It is wrong to suggest that the claimant has worked for 7 years regularly with the bank even though the cheques have been issued by the bank every month. I cannot say whether Shri Sanjay Kumar, Jyot Sharma and Anil Kumar were ever engaged by the bank or for what purpose the cheques were issued."

The management witness has admitted that the cheques have been encashed by the claimant. The management witness has also stated that he could not confirm or deny whether the claimant has worked for 240 days in one calendar year preceding the alleged date of termination. Management witness has neither confirmed it nor denied it. So it is proved that the workman has worked for 240 days during the period of his employment for 7 years from 1995 to 2002.

It appears that some cheques have been issued in fictitious names but the workman has encashed all those

cheques. MW1 has not been able to state whether Shri Sanjay Kumar, Shri Jyot Sharma and Shri Anil Kumar were ever engaged by the bank. So these names are fictitious and these names have been introduced by the bank to create artificial breaks in the regular service of the workman. The workman has worked for 240 days during 1995 to 2002 in almost 5 years. This issue is decided accordingly.

Issue No. 2 :

It was submitted from the side of the management that even if the workman has worked for 240 days he is not entitled to regularization or reinstatement.

My attention was drawn to (2007) 1 SCC 408. It has been held as under :

"Public Employment—Instrumentalities of State (Government Company)—Creation of posts, appointment of posts, regularisation, fixing of pay scales, continuation in service, Promotions etc. —Authorities competent to take decisions in respect of—Proper basis for such decisions—Impermissibility of deciding on basis of sympathy or compassion—Held, all the said functions are executive or legislative and it is highly improper for Judges to step into this sphere, except in a rare and exceptional case—The court cannot create post where none exists, nor issue directions to absorb or regularise temporary employees. Nor continue them in service, nor pay them salaries of regular employees, as these are purely executive or legislative functions—Supreme Court cannot arrogate to itself powers of the executive or legislature—Judicial activism in this connection, depreciated—Furthermore, such questions cannot be decided in court on basis of emotions and sympathies, but must be decided on legal principles—Clarified that directions given by Supreme Court in certain cases for regularisation of temporary or ad hoc employees without laying down any principle of law, did not lay down any precedent and had to be treated as directions given under Art. 142—Situation of scarcity of jobs, and reasons therefore, posited—Observed, jobs cannot be created by judicial orders, nor even by legislative or executive decisions—Jobs are created when the economy is rapidly expanding, which means when there is rapid industrialisation—Additional burden imposed on people at large to benefit a few, in case of State—Created employment, pointed out—Public Sector—Service Law—State Owned/Operated Corporations."

It has been held in (2007) 1 SCC 533 as under :

"Completion of 240 days' continuous service, held does not entitle employee concerned to regularisation and/or permanent status—Violation of S. 25F may lead to the termination of services being found illegal, but the same would not entitle workman concerned to regularisation—Reinstatement would only mean that the workman gets back the same status held by the workman prior to termination of his services. Held, said concept was introduced so as to fasten statutory liabilities upon

employer to pay compensation as provided for in S. 25 F before retrenchment, and not for any other purpose such as regularisation or grant of permanent status."

It was submitted from the side of the bank that reinstatement is not the only relief in all the cases of illegal termination. Section 11 A of the I.D. Act, 1947 provides for payment of compensation also.

It was submitted from the side of the workman that compensation is payable in cases where an undertaking has become sick or it has been closed or it is in economic loss. It has not been established that the bank is in economic loss and it is a sick industry.

My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 State of UP and Rajender Singh. The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wage cleaner who worked for 4 years was dispensed with without following the procedure for retrenchment. In the instant case also no retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab. IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313. The Hon'ble Supreme Court has held that daily wage even if serving for a short period should be reinstated.

It was submitted from the side of the workman that in the instant case Sections 25 F, G of the I.D. Act are attracted. In Section 25 of the I.D. Act it has been provided that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of Section 25F are not complied. In the instant case no compensation has been paid to the workman.

In case a workman has worked for 240 days in a year and the work is of continuous and regular nature he should be paid retrenchment compensation. In case retrenchment compensation is not paid Section 25F of the I.D. Act is attracted. There is no cessation of his services. He is deemed continued in service in the eye of law. In case there is breach of Section 25F the service is continued and reinstatement follows as a natural consequence.

I.D. Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that Legislature wanted that such workmen should not be harassed unnecessarily so sections 25 F, U, T and Clause 10 of Vth Schedule have been enacted. The objects and reasons of I.D. Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. The workmen should not be engaged for years and then they should be removed all of

a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006 (4) Scale has put down a complete ban on regularization and reinstatement. The Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hallmark and the Constitution enshrines affirmative action to ensure that unequals are not treated equals. So public employment should be in terms of constitutional scheme.

It was further submitted that the Constitution Bench Judgment has afforded a right according to which the Government is not precluded from making temporary appointments or engaging workers on daily wages.

The Hon'ble Apex Court has not declared the provisions of I.D. Act unconstitutional. The Government has got no license to make always appointment of daily wagers and to continue them for life time. Fixed term tenure appointments and temporary appointment cannot be the rule of public employment. At the time of making temporary appointments Articles 14, 16, 21, 23, 226 & 309 are infringed. There is no constitutional mandate that the Government is at liberty to go on giving fixed term appointments for the entire tenure of service of an employee.

No such Article of the Constitution has been pointed out under which the Government of Public Sector units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such discrimination will amount to vicious discretion. The Government of Public Sector unit will go on resorting to the method of pick and choose policy and give temporary and ad hoc appointments to their favorites and thus the principles of equality enshrined in the Constitution will be given a go bye. Such is not the intent of the Hon'ble Apex Court. However, in this judgment the provisions of the I.D. Act governing the services of the workman have not been declared unconstitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions enumerated therein or for breach of service rules provided in various labour welfare legislations.

Section 11 A of the I.D. Act stipulates that in case the Tribunal is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstance of the case may require.

According to this benign provision this Tribunal has the authority to set aside the order of discharge or dismissal and reinstate the workman on the terms and conditions as it thinks fit.

The Hon'ble Apex Court in 2006 (4) Scale has not annulled Section 11 A of the I.D. Act and the Legislature has authorized this Tribunal to set aside dismissal or discharge on its consideration and direct reinstatement. The judgment cited by the management is not applicable in the facts and circumstances of the case.

A three Judges Bench of the Hon'ble Apex Court has held in 1993-II—LLJ that termination of services affects the livelihood of not only of the employee but also of the dependents. So in case of illegal termination of service the workman should be reinstated.

Reinstatement should not be misconceived as regularization. By the order of reinstatement the status quo ante of the workman is restored. He is given back wages in order to compensate him for his illegal dis-engagement. This is a special remedy provided in I.D. Act and it has not been annulled and set aside by any judgment of the Hon'ble Apex Court. The provisions of the I.D. Act are still constitutional and they are to be given effect too.

In case the workman is reinstated with back wages the respondents have every right, after payment of back wages and reinstatement, to retrench him validly following the principles of first come first go so that Section 25, G & H of the ID Act are not violated.

It was submitted from the side of the management that even if the workman is found to have worked for 240 days in all the 5 years of his employment, he does not deserve reinstatement in view of the judgment: 2007 (1) SCC 408 and 2007 (1) SCC 533.

I have perused the judgments cited by the management. It has nowhere been held that a workman who has completed 240 days service in each year for almost 5 years should not be reinstated. The judgments cited by the management are no doubt recent but they are of the Division Bench.

It has been held by the 3 Judges Bench of Hon'ble Apex Court in 1993-II—LLJ, 1978 Lab. IC 1968 & 2005 4 AD SC 39 that reinstatement with full back wages is the normal rule.

In the instant case the present workman has worked for 7 years and in 5 years he has worked for 240 days in each year, so in view of Section 11 A the workman is entitled to reinstatement.

In view of the law cited above and the facts pertaining in this case, the workman is entitled to reinstatement. This issue is decided accordingly.

Issue No. 3

It was submitted by the management that payment of full back wages is not the natural consequence of the

order of discharge or dismissal being set aside. It has been held in (2003) 6 Sec. 141 that it is incumbent upon the labour court to decide the quantum of back wages.

It has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

It has been further held in this case that payment of back wages in its entirety is the statutory sanction. In (2003) 4 SCC 27 the Hon'ble Apex Court held that in view of delay in raising the dispute and initiating the proceedings back wages need not be allowed. In the instant case there is no delay at least on the part of the workman in raising the dispute.

In 1978 Lab. IC 1968—three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment, in such circumstance the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the workman was always ready to work but he was not permitted on account of invalid act of the employer.

In 2005 IV AD SC 39—three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workman has performed more than 240 days work and he has been retrenched without payment of compensation and pay in lieu of notice.

It was submitted from the side of the management that reinstatement is not the only remedy. In such cases the workman may be given compensation. Section 11 A of the ID Act, 1947 provides that in case of dismissal or discharge is found illegal reinstatement should be ordered. It has been held in a catena of cases by the Hon'ble Apex Court that reinstatement with full back wages is the normal rule. The statute provides for reinstatement. In certain exceptional cases where the undertaking has been closed down or it has become sick there may be order for payment of compensation.

In view of the facts pertaining in this case, the workman is entitled to reinstatement with 50% backwages. This issue is decided accordingly.

The reference is replied thus.

The demand of the Rashtriya Rajdhani Kshetra Engg. And General Mazdoor Union in respect of the workman Shri Ashok Sharma for reinstatement and regularization in the establishment of Punjab and Sind Bank, New Delhi is just, fair and legal. The management should reinstate the workman w.e.f. the date of his termination alongwith 50% backwages within two months from the date of publication of the award.

The award is given accordingly.

Date 28-5-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 4 जून, 2007

क्र. आ 1874.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अग्र न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 55/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2007 को प्राप्त हुआ था।

[सं. एल-12012/31/2005-आईआर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 4th June, 2007

S.O. 1874.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 4-6-2007.

[No. L-12012/31/2005-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR, COURT-II, NEW DELHI**

PRESIDING OFFICER: R. N. RAL

I.D. No. 55/2005

PRESENT:

Shri Bhawaji Shankar —1st Party
Mrs. Surabhi Rana —2nd Party

IN THE MATTER OF:

Shri Mahinder Singh,
S/o Shri Sargat Singh,
R/o Vill & Post: Daryapur Kalan Delhi,
House No. 532,
Delhi-11039

Versus

The Officer-in-Charge,
Punjab National Bank,
Human Resource Division,
7, Bhikaji Cama Place,
New Delhi - 110 066.

AWARD

The Ministry of Labour by its letter No. L-12012/31/2005-IR(B-II) Central Government dt. 13-7-2005 has referred the following point for adjudication.

The point runs as hereunder:

"Whether the action of the management of Punjab National Bank in terminating Shri Mahinder Singh

Ex-Armed Guard by treating him to have abandoned service and not affording reinstatement in service along with continuity of services and back wages is just, fair and legal? If not, to what relief the workman is entitled to and from which date?

The workman applicant has filed claim statement. In the claim statement it has been stated that the workman joined the management as a member of subordinate staff (guard) after being sponsored by Rajya Sainik Board. He was issued with letter dt. 9-9-1987 under the signatures of Sh. K.K. Gupta, Manager, whereby the workman was asked to attend the interview on 23-9-1987 along with the requisite documents. The copy of the letter dt. 9-9-1987 is enclosed at Annexure-A.

That prior to joining the management, the workman served the Indian Army which he joined 1971 as Driver and served it upto 1986. During his Army Services he remained disciplined and served the army with full devotion, dedication and sincerity. His services were categorized as exemplary.

That after his service in the Army he applied for the post of Guard in the Punjab National Bank and in response to his candidature he received a letter dt. 9-9-1987 to attend the interview on 23-9-1987 along with the requisite documents. Thereafter he was issued appointment letter dt. 12-2-1988 (the copy of the same is enclosed at Annexure-B).

That since his appointment with the management as Driver Gunman, the workman performed his duties with full devotion, dedication and sincerity to the entire satisfaction of his superiors and there was no complaint of any sort against him from any corner.

That the workman was detailed for duty with effect from 12-2-1988 at the Bank Guest House, near Khel Gaon under the orders of Chief Security Officer of the Bank.

That unfortunately the workman was falsely implicated in criminal case vide FIR No. 117/88 dt. 11-7-88 U/s. 302/307/452/34 IPC, Police Station Narela, Delhi. The workman along with two others was tried by the court of Ld. Additional Sessions Judge, Delhi and after a through trial, he was acquitted on 9-9-2000. (The copy of the judgment dt. 9-9-2000 delivered by Sh. R.S. Verma, is enclosed at Annexure-C).

That on the date of alleged incident on which the FIR was registered, the workman was on his duty as is evident from the certificate no. 8531 dt. 17-9-1988 issued by Manager, Punjab National Bank, General Services Admn. Branch. Copy of which is enclosed as Annexure-D. The two defence witnesses namely Capt. Vikramjit Suri and Amarjit Shota appeared in the trial of criminal case and deposed that on 11-7-88 to 12-7-88 the workman was on duty.

That after release on bail on 16-5-1994 in the aforesaid criminal case, the workman went to the office of management

and met the officials thereby requesting them to take him on duty and further apprised them about his false arrest in the criminal case and release on bail.

That the authorities/officials of management apprised the workman that the process for taking him on duty will only be initiated after finalization of criminal case pending against him and the workman was not allowed to join his duties despite request.

That in pursuance to the assurance of the management, after acquittal in the criminal case, the workman went to the office of management and met the then Manager of Punjab National Bank, Hauz Khas Branch and requested him to take him on duty, the authorities directed him to meet on Sh. Nagpal in the office. Accordingly the workman met Sh. Nagpal and the application for this purpose was drafted by Sh. Nagpal and the workman handed over the application to the authorities, of the management Bank.

That when no reply was received the workman had to send an application dt. 13-11-2000 addressed to the Chief, Punjab National Bank, GAD Head Office, New Delhi. Copy of the same is enclosed at Annexure-E.

That thereafter the workman submitted a detailed representation dt. 20-3-2002 addressed to the Personnel Officer, Gen. Admn. Services Deptt., Punjab National Bank followed by reminder dt. 8-5-2002 requesting therein for his reinstatement in service/allowing him to join duties. The copies of representation, reminder Regd. Postal Receipt are enclosed at Annexure-F G and G-1.

That the workman received a letter dt. 13-5-2002 from the management under the signature of Chief (Security) vide which the workman was called in office along with all documents. The copy of letter is enclosed at Annexure-H.

That in response to letter dt. 13-5-2002 of the management the workman went to the office of management along with all the documents and submitted the same vide his application dt. 2-7-2002. Copy of the same is enclosed at Annexure-I.

That when on reply was received, the workman sent another letter dt. 10-2-2003 requesting therein for reinstating him on service/allowing him to join his duties. Copy of the letter is enclosed Annexure-J.

That in response to the representation dt. 20-3-2002 submitted by the workman, he received a letter bearing No. SEC/EST/153 dt. 21-4-2003 under the signature of Chief Security Officer, Punjab National Bank, Bhikaji Cama Place, New Delhi wherein it has been stated that the request of the workman for allowing him to join duties is not tenable, in view of the opinion of the H.R.D. Division. The copy of letter is annexed herewith at Annexure-K.

That when the efforts of the workman to continue his job and his efforts of visiting the management did not elicit any positive response, the work has got issued a

legal notice sent through his counsel Sh. Sama Singh bearing reference No. N-1/PNB/M dt. 14-5-2003 calling upon the management to reinstate the workman/take him on service with continuity of service and full back wages etc. and with all consequential benefits. However the legal notice also despite service has elicited no response from the management and the same was not replied to by the management. A copy of the legal notice is enclosed herewith at Annexure-L-1. Even a reminder dt. 17-7-2003 was also sent by the counsel for the workman to the management but without any response from the management. The copy of the reminder along with registered postal receipt is enclosed at Annexure-M and M-1.

That though the workman was arrested, released on bail, tried in the criminal case and finally acquitted by the Ld. Court of Addl. Sessions Judge, Delhi on 9-9-2000. The workman had not received any document in response to the application submitted to the management regarding the service despite various visits and submissions of representation by the workman.

That when workman has already been acquitted by the Ld. Court of Addl. Sessions Judge, Delhi Shri R.S. Verma and he had given in writing to take him in service along with the copy of the judgement. In view of this, it was mandatory on the part of the management bank to accede to the request of the workman. The judgement of the Ld. Court confirmed that the criminal case was foisted upon the workman. Not only this, the workman was falsely implicated.

That the acquittal of the workman in the criminal case fully establishes that the case of prosecution against him was totally false and a cooked up story. After acquittal of the workman and others, the prosecution has not filed any appeal against the judgement delivered by Shri R.S. Verma, Ld. A.S.J., Delhi and this fact further confirms that the workman was innocent.

That after the acquittal of the workman along with others in the criminal case, nothing remains against him to debar him to be reinstated in service with all consequential benefits.

That the character and antecedents of the workman which are clean and unblemished do not in any way become impediment for the workman to resume his duties in the Bank. It is reiterated that after trial of the workman in the criminal case followed by acquittal does not create any obstacle for him to serve in the bank nor mere false implication of the workman warrants his ouster from the roll of the bank.

That it is disappointing to note that such a big organization like Punjab National Bank has not been able to accede to the genuine and legal request of the workman to allow him to join the bank even after his acquittal in the criminal case, particularly when the workman has all intentions to serve the Bank in the capacity in which he was duly selected as guard, Member of the subordinate staff.

That during the period from 11-07-1988 (date of registration of the case FIR No. 117/88, P.S. Noida U.S. 302/307/450/452/34 I.P.C.) till the date of acquittal of the workman viz. 9-9-2000, had not committed any act or omission which may justify the rejection of his appointment or discharge/removal from service or his ouster from the bank on any ground whatsoever.

That the workman is married and has children of school going age. Besides this, the workman has multifarious, social and family responsibilities of looking after his family. The responsibility of education, and the marriage of the children lies upon him. The workman has no other source of income and with meagre pension from the Indian Army it is almost impossible to make both ends meet in this age of inflation.

That the minute scrutiny of the opinion of the H.R.D. Division in letter dt. 21-4-2003 will show that their opinion is totally arbitrary, illegal, unjustified and devoid of facts. The H.R.D. Division has wrongly held that the workman had absented himself from duty with effect from 12-7-1988. It is submitted that the workman has very clearly and in unambiguous terms conveyed to the authorities that he was falsely implicated in the case referred to above and has also requested the authorities (management) to take him on duty and the authorities have assured the workman that the matter would be taken up positively after the case was over and the workman was acquitted. After acquittal, also workman verbally as well as in writing through representation had again appealed to the management to take him on duty.

That the observation of the H.R.D. Division that workman absented himself from duty from 12-7-1988 without intimation is totally wrong. It is also wrong that whereabouts of workman were not known to the bank. It is submitted that workman has been intimating the authorities of the bank regarding his false implication in the criminal case. In this connection the Manager of Punjab National Bank has certified vide its letter number 8531 dt. 17-9-88 that workman was on duty from 11-7-88 (10 P.M.) to 12-7-88 (6 A.M.) at Asiad Guest House (the copy of the said certificate is enclosed at Annexure-C). In the criminal case Capt. Vikramjit Puri and Shri Amarjit Sharma were examined and both had deposed about the presence of workman on duty on the night of incident from 10 P.M. to 6 A.M. para 3 of the judgement at page 9 is referred to. Thus the observation of the H.R.D. Division are totally wrong and tainted with prejudice. In the aforesaid circumstances the observation of the H.R.D. Division that the case of workman is case of abandonment of services of his own accord due to alleged continued absence from duty is totally false and a concocted story.

That despite the above, neither any notice was served upon the workman nor any enquiry was instituted on the allegations of alleged absence from duty/alleged abandonment of services of his own accord. Moreover

neither any explanation in this connection was sought for. Thus the workman was not afforded any reasonable opportunity to defend his service.

That in the aforesaid circumstances and act and omission on the part on the bank go in violation of provisions of Articles 311 of the constitution and principles of natural justice.

That as such, the management has terminated the services of the workman arbitrarily, whimsically, unilaterally and without following due process of law. The alleged termination is bad in law and contrary to the settled procedure of law more specifically the provisions of labour law.

That the workman is rendered unemployed ever since he was wrongfully and illegally terminated and could not get job despite efforts. Thus the workman has become a parasite upon his relatives and friends and it is also not known as to upto what stage such destitution and vagrancy will continue.

That the management has illegally terminated the services of the workman without any reason and the management is culpable and responsible for such acts and omissions. The workman is entitled to back wages w.e.f. 12-7-1988 along with his reinstatement, continuity of service, and all legal dues, consequential benefits.

That the management is a nationalized bank employing thousand of employees and is amenable to all the statutory provisions pertaining to labour law, yet the management has violated the law with impunity.

That the termination/ouster of the workman, apart from being illegal is also unjustified and hence liable to be set aside on the ground of equity, fair play, justice and good conscience.

That in the aforesaid circumstances and industrial dispute has arose between the workman and the management, which requires adjudication by this Hon'ble Court.

That when the management did not comply with the legal notice. The workman raised an Industrial dispute and filed his claim before the Ld. Regional Labour Commissioner (Central) New Delhi, copy of the statement of claim is enclosed at Annexure-N 1.

That the management continued with its adamant attitude and instead of reinstating the workman back on duty, denied the same and filed its reply copy of which is enclosed as Annexure N 2. The workman filed rejoinder to the reply of management copy of which is kept at Annexure N 3.

That due to adamant attitude on the part of the management, the conciliation proceedings before the Ld. Asst. Labour Commissioner (Central) could not yield any positive result. In this connection the letter No. ALC-IV/7 (11)/03 dt. 7-3-2005 was sent by the Ld. ALC (Central) to

the Secretary, Govt. of India, Ministry of Labour explaining the whole position with copy of the workman. Copy of such letter is Annexure N '4'.

That thereafter the workman sent letters dt. 26-5-2005 and 19-7-2005 the Secretary Ministry of Labour and the Minister of Labour, Govt. of India for redressal of his grievances. The copies of letters with postal receipts are enclosed as Annexures N '5' and N '6'. Now the workman has received the notice dt. 29-7-2005 from the Hon'ble Court and accordingly the present statement of claim is being filed.

That since his releasing on bail in 1994 the workman is without any job. He could not get any job despite efforts and the workman is not gainfully employed anywhere.

The aforesaid facts and circumstances fully establish that the workman has become prey to the arbitrary and illegal acts and omission of the management and thus great injustice has been meted out to him in as much as that he and his family have been thrown on the road to starve and die. Such mechanical act of the management is highly reprehensible. The management has terminated the services of the workman illegally, without any reason and the management is culpable and responsible for that. The workman is entitled for back wages since 12-7-1988 along with reinstatement, continuity of service and all legal dues.

It is, therefore, prayed that an award in favour of workman and against the management may kindly be passed and the wrongful termination of the workman by the management may kindly be held illegal arbitrary the same be quashed/set-aside and the workman be afforded reinstatement with continuity of service along with full back wages increment promotion, compensation and other legal dues.

The Management has filed written statement. In the written statement it has been stated that Shri Mohinder Singh joined the service of the bank on 12-2-1988 in response to the appointment letter dated 12-2-1988. In terms of clause 2 of the said appointment letter, he was to remain on probation for a period of 6 months from the date of his joining. It is submitted that Shri Mohinder Singh admittedly remained unauthorisedly absent from the services after 12-7-1988 i.e. when he was under probation and admittedly did not submit any information to the bank as alleged the bank came to know about the pendency of the criminal case and his acquittal only when the same was communicated to the bank by Shri Mohinder Singh by a letter which was received on 13-10-2000 (copy of which has been enclosed at page 62 of the claim), accordingly it is admitted position that for about twelve years Shri Singh neither reported for his duties nor informed the bank about his absence for such a long period. If that is so the action of the bank in treating the case of Shri Singh as a case of abandonment of service cannot be found fault with in any manner either on facts or in law.

It is further submitted that Shri Mohinder Singh made his first representation to the bank on 13-11-2000 requesting that he be taken in the service of the Bank only after he was acquitted by the Criminal Court vide its judgment dated 9-9-2000 of allegations under Sections 302, 307, 450, 452 read with Section 34 of the Indian Penal Code. The Hon'ble Supreme Court in the case *Nadangudi Bank Ltd. Vs. K.P. Mahadevan Kuti and Others* [JT 2000 (1) SC 388] has held that after a lapse of 7 years no industrial dispute can be said to exist between employer and the employee warranting reference for adjudication to the Industrial Tribunal. In the instant case Shri Mohinder Singh had kept quiet for over 12 years and having regard to the law laid down by the Hon'ble Supreme Court it is submitted that no industrial dispute can be said to exist between the bank and Shri Mohinder Singh warranting any reference for adjudication to CGIT.

It is submitted that Shri Mohinder Singh was appointed in the bank as Armed Guard vide appointment letter dated 12-2-1988 and in terms thereof he was to remain on probation for a period of six months. The submissions made contrary to the material on the record are wrong and denied.

It is further submitted that Shri Mohinder Singh abandoned his service during the period of probation only.

It is submitted that the criminal case registered against Shri Mohinder Singh had nothing to do with the bank and he was prosecuted along with 3 others for allegedly murdering one person and causing serious injury to 2 others. It is however, admitted that Shri Mohinder Singh was acquitted by the trial Court vide its judgment dated 9-9-2000.

It is categorically denied that Shri Mohinder Singh came to bank or met any official as alleged or otherwise. This is nothing but an after thought only. It is also important to note that the contents of para 8 are vague. It is also submitted here that the first representation was made by Shri Mohinder Singh on 13-11-2000 and in his said representation he never stated that he ever contracted any official of the bank or visited any office of the bank after getting bail from the said Criminal Court from 1994. The story has been cooked up with ulterior motive only.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that on the date of alleged incident on which the FIR was registered, the workman was on his duty as is evident from the certificate No. 8531 dt. 17-9-1988 issued by Manager,

Punjab National Bank, General Services Admn. Branch. Copy of which is enclosed as Annexure-D. The two defence witnesses namely Capt. Vikramjit Suri and Amarjit Shora appeared in the trial of criminal case and deposed that on 11-7-88 to 12-7-88 the workman was on duty.

It was submitted that after release on bail on 16-5-1994 in the aforesaid criminal case, the workman went to the office of management and met the officials thereby requesting them to take him on duty and further apprised them about his false arrest in the criminal case and release on bail.

It was further submitted that the authorities/officials of management apprised the workman that the process for taking him on duty will only be initiated after finalization of criminal case pending against him and the workman was not allowed to join his duties despite request.

It was submitted from the side of the management that in terms of clause 2 of the said appointment letter, he was to remain on probation for a period of 6 months from the date of his joining. Shri Mohinder Singh admittedly remained unauthorisedly absent from the services after 12-7-1988 i.e., when he was under probation and admittedly did not submit any information to the bank as alleged the bank came to know about the pendency of the criminal case and his acquittal only when the same was communicated to the bank by Shri Mohinder Singh by a letter which was received on 13-10-2000. The admitted position that for about twelve years Shri Singh neither reported for his duties nor informed the bank about his absence for such a long period. If that is so the action of the bank in treating the case of Shri Singh as a case of abandonment of service cannot be found fault with in any manner either on facts or in law.

It was further submitted that Shri Mohinder Singh made his first representation to the bank on 13-11-2000 requesting that he be taken in the service of the Bank only after he was acquitted by the Criminal Court vide its judgment dated 9-9-2000 of allegations under Sections 302, 307, 450, 452 read with Section 34 of the Indian Penal Code.

It was also submitted that the first representation made by Shri Mohinder Singh was on 13-11-2000 and in his said representation he never stated that he ever contacted any official of the bank or visited any office of the bank after getting a bail from the said Criminal Court from 1994. The story has been cooked up with ulterior motive only.

It is admitted to both the parties that the workman was appointed through due selection process by the management and he performed his duties till 11-7-1988 without any complaint. He joined the services of the bank on 12-2-1988 and he absented from duty on 12-7-1988 after 5 month's service.

It is also admitted that the workman was involved in a criminal case falsely and he remained in judicial custody

up to 1994. It is also admitted that the management has not issued any notice to the workman for resuming his service. It is also admitted that he was given appointment on probation basis for 6 months. He could not complete his probation period. He did not turn up on or after 12-7-1988 in view of his false implication in the criminal case.

It transpires from perusal of the record that the workman did not approach the management in 1994 after getting bail. There is no evidence that the workman approached the management after being bailed out. The first letter sent to the management B-66 is of 2000. This letter is admitted to both the parties. The workman has not stated anywhere that he approached the management after being released on bail in the year 1994. In the second letter B-63 he has taken the plea that after being released on bail he approached the management for reinstatement. There is no documentary proof regarding his approach to the bank after being bailed out. He has not mentioned this fact in his first letter dated 13-10-2000. Thus, it stands proved that the workman has taken a false case of approaching the management after being bailed out. This fact has not been mentioned in his letter dated 13-10-2000. He has not sent any letter in the year 1994. So it stands proved that the workman approached the bank on 13-10-2000 after his acquittal.

The submission of the management is that the matter has been raised after a delay of 12 years. There is substantial force in the argument of the management. It is settled law that no premium should be paid for delay and laches. Delay deprives a workman of the appropriate relief.

It was submitted from the side of the management that there is no explanation of delay. Not to speak of plausible or satisfactory explanation. There is no explanation at all what prevented the workman to approach this forum after a long period of 12 years. It is settled law that stale claim made after an inordinate and unexplained period could not be entertained.

My attention was drawn to 2005 (5) SCC page 91 paras 12 and 13. The Hon'ble Apex Court has held that long delay impedes the maintenance of the records. Belated claim should not be considered.

It has been held in (2001) 6 SCC 222 as under :—

"Law does not prescribe any time limit for the appropriate Government to exercise its powers under Section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service."

In the instant case reference has been made after a delay of long 12 years. Limitation Act is not applicable in ID cases but stale cases should not be considered. Delay

in the instant case is inordinate and relief can be rejected on the ground of delay alone.

The 2nd case of the workman is that he has not been given one month's pay in lieu of notice. The workman was appointed on 6 months probation. He has not completed 6 months probation period.

Clause 2 of his appointment letter provides as under :—

"You will be on probation for a period of 6 months. Your services are however, liable to be terminated at the sole discretion of the bank even before the expiry of the probationary period without assigning any reason but with one month's notice or on payment of a month's salary and allowances in lieu of notice."

This clause provides that the workman will be given one month's notice or pay in lieu of notice. It is true that no such notice has been given to the workman. The management's another case is that clause 3 of the appointment letter is applicable in his case. It has been mentioned in clause 3 of letter of appointment as under :—

"If after joining the bank service, you leave the service during the probation period without giving 14 days notice in writing you will be liable to pay the bank, a sum equal to 14 days pay and allowance."

It was submitted that the workman abandoned the services of the bank though being in judicial custody on 12-7-1988 after 5 months. He has not completed probation period. He has not given any 14 days notice. He was during the probation period and he could send the notice even from judicial custody but the workman has not done so. So under clause 3 of the appointment letter it was ordered that he has abandoned his services without any information.

My attention was drawn from the side of the workman to 1991 (1) LLJ SC 386, 1996 (4) SLR 517, 1990 (1) SCC 361, AIR 2005 SC 768, 2000 (3) SCC 588. These cases are not applicable in the instant case. The workman did not give information regarding his retention in jail. He has abandoned his services though under compulsion but this is none the less abandonment. It was his duty to inform the bank regarding his judicial custody. The bank can pass no order though the bank may be in the know of the fact that the workman was in judicial custody in the absence of any request from the side of the workman. There is no such request. The workman has approached to the bank for the first time on 13-10-2000 after a long period of 12 years. It is settled law that a probationer has not got any lien or right to service. His probation may be extended. His services may be terminated at the end of probation period rather his services will stand terminated in case it has not been confirmed or probation has not been extended. So the workman cannot claim retrenchment compensation and reinstatement in these circumstances.

It has been held in (2005) 7 Supreme Court Cases 447 as under :—

"In such circumstances holding of an inquiry before making the termination order, held, was not obligatory—Further held, the Conductor as a probationer had no substantive right to hold the post and the courts below erred in granting the relief of reinstatement with full back wages."

It has been further held in 1999-(002)-LLJ-0342 - P&H as under :—

"When a person is appointed on a specific condition that he will be on probation, his employer has a right to adjudge the suitability of the employee in the light of his performance."

It has been further held in 1997 LLR 1004 as under :—

"There is nothing like automatic confirmation/absorption of a candidate in service on expiry of the period of probation unless specifically provided."

There is a specific clause in the appointment letter of the workman. The workman was duty bound to inform the management regarding his absence in view of clause 3 of the appointment letter. So a duty is cast on the workman to inform the management regarding his absence. In case the workman was in judicial custody, he should have sent information to the management. The management has rightly invoked clause 3 of the appointment letter and has rightly held that the workman has abandoned his services.

The workman was a probationer. The management has rightly invoked clause 3 of his appointment letter. He was absent without information for 12 years and his absence has been treated as abandonment of his service. He has no right to employment. Probation does not create any such right. The reference is barred by limitation in view of the judgment cited above. He does not deserve any relief.

The reference is replied thus :—

The action of the management of Punjab National Bank in terminating Shri Mahinder Singh Ex-Armed Guard by treating him to have abandoned service and not affording reinstatement in service along with continuity of services and back wages is just, fair and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 28-5-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 4 जून, 2007

का. आ. 1875.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 73/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2007 को प्राप्त हुआ था।

[सं. एल-12012/60/2002-आईआर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 4th June, 2007

S.O. 1875.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/2002) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the the management of UCO Bank and their workman, received by the Central Government on 4-6-2007.

[No. I-12012/60/2002 (R)(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER R.N.RAI. I.D. No. 73/2002

In the Matter of:—

PRESENT:

Shri Ram Bharosey
S/o. Shri Laxhi Ram,
Village Buxer, Post: Simbhaoli,
Ghaziabad-201001
(Uttar Pradesh)

Versus

The Branch Manager,
UCO Bank,
Branch Simbhaoli,
Ghaziabad (U.P.)-201001.

AWARD

The Ministry of Labour by its letter No. I-12012/60/2002(IR)(B-II) Central Government Dt. 9-8-2002 has referred the following point for adjudication.

The point runs as hereunder:—

“Whether the action of the management of UCO Bank in terminating the services of Shri Ram Bharosey S/o Shri Laxhi Ram w.e.f. 7-8-2001 is legal and justified? If not, what relief the concerned workman is entitled to?”

The workman applicant has filed statement of claim. It has been stated therein that the workman worked under the management as water boy from 1991 to 7-8-2001 for 10 years. He has served the bank satisfactorily without any complaint.

That the employers were taking several duties from the workman but they asked him to put his signature sometimes in the name of Shyam Singh, Kishan Lal Singh, Ram Saran, Rehmat Ali, Ram Prakash, Rajesh Kumar, Harishchandra etc. and payment was received by the workman after putting the signature of these fictitious persons.

That the workman worked in the name of Shri Javed on 7-8-2001 and payment to him was made in the name of Shri Javed and the services of the workman were terminated in the evening of 7-8-2001. The termination of the services of the workman is absolutely illegal and un-constitutional. The workman has been refused duty orally and he has not been paid any retrenchment compensation.

That the workman worked under the respondents as a permanent worker and he served the bank for 240 days during each year of his employment but he has not been paid retrenchment compensation. Under Section 25 F of the ID Act his services cannot be deemed terminated.

That the duties performed by the workman are being performed by some other person in breach of section 25 (g) and (h) of the ID Act.

That the services of the workman have been terminated without any chargesheet and without providing any opportunity which is illegal and arbitrarily.

That the termination of the services has been ordered in breach of Articles 14, 16, 17 and 19 of the Constitution of India. That the workman is unemployed since termination of his services.

That the employers have written a letter dated 3-9-1996 to the Divisional Officer, Bareilly mentioning therein that the workman has been performing duties regularly with short gaps and the Branch Manager has recommended the name of the workman for considering him as regular Peon.

That the workman has never worked in stop gap arrangement and at the place of some other workman who proceeded on leave. That the termination of his services is absolutely illegal, arbitrary and unjustified and he is entitled to be reinstated.

The Management has filed written statement. In the written statement it has been stated that the alleged dispute as referred is not an Industrial Dispute as defined under Section 2(K) of the Industrial Disputes Act, 1947.

That there being no Industrial Dispute between the parties herein the claim itself is liable to be dismissed being not maintainable.

That the claimant was not rendered a continuous Service with the Bank within the meaning of Section 25B of the Act for a period of over 240 days. Therefore, there being no right vested with the claimant and he can not claim employment in the Bank.

That non employment due on non availability of work to any casual worker or after expiry of engagement which was for fixed period does not amount to retrenchment, hence there is no need to comply with Section 25-F of the Act. As the engagement of Shri Ram Bharosey was for a day or more days i.e. two or three days in a week or month on casual basis as a daily paid due to absent of regular peon of the Bank, which cannot be treated as a regular appointment at all.

That the Bank is an Undertaking of the Government of India and has its rules and regulations regarding recruitment in the Bank and all recruitment of Class IV or other category are subject to such rules and regulations and all vacancies are fulfilled as per prescribed procedure after conducting certain formalities with the conditions of eligibility, written test and oral test. Thus except said procedure no body takes employment in the Bank nor any person is authorized to recruit or appoint any person on behalf of the Bank.

That Simbhaoli branch of the Opp. Party Bank is a rural branch and having very low staff/strength and there is no post of Water Boy ever existed.

That no Industrial Dispute ever arose between the parties or on 7-8-2001 as referred in the order of reference. Thus the order of reference is bad in law and the claim of the claimant is liable to be dismissed.

That there was no power and valid espousal of the alleged industrial dispute nor no proper and real dispute/issue has been referred for adjudication to this Hon'ble Tribunal, hence on this ground alone the order of reference is liable to be rejected.

That the contents of Para 11 of the claim statement are not disputed, hence no comment.

That the contents of Para 2 are not admitted hence denied. No such post existed in the branch as the said branch is a rural branch and has a very low staff i.e. members.

Shri Ram Bharosey was not in the service and employment of the Branch/Bank as a regular employee. On the contrary he was employed on a tea shop and he used to come to branch frequently for supplying/providing tea to the staff of the bank/branch a servant of the tea shop and on any day when person of the bank/branch does not come to bank then to meet out the exigency of work the claimant was engaged on daily basis for the said day as a casual. The total working days in last twelve months of Shri Ram Bharosey are as under :

21-08-2001	
20-06-2001	Total 3 days
02-07-2001	

It is also denied that Bank had been made the payment to him in the name of S/Shri Shyam Singh, Kishan Pal, Ram Charan, Rahmat Ali, Ram Prakash, Rakesh Kumar, Harish Chand and Javed etc. It is also denied that on 7-8-2001 payment was made to him in the name of Javed. In fact, on 7-8-2001 he neither worked nor any payment was made to him in the name of Javed. The burden to prove this fact is upon the claimant, contrary to it nothing is admitted hence denied.

That the contents of Para 5 as stated are not admitted. No cause of action ever arose on 7-8-2001 nor the claimant ever worked on 7-8-2001 in the bank. The bank is a

Government Undertaking and there is no such practice as alleged by the claimant. The Bank always made the payment to the said persons who worked with the Bank. The plea of the claimant is based on incorrect fact and imagination, which is based on ill advice and liable to be turned down with any consideration. The alleged non-engagement does not come in purview of retrenchment.

That the contents of Para 6 are absolutely false and incorrect and liable to turn-down without any consideration. In fact, the claimant was engaged off and on by the bank and each and every time whenever need arose, he engaged as a daily paid casual worker. Therefore, the question of compliance with Section 25 F of the Act did not arise as he never performed his duty in last twelve months not more than 240 days.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

From perusal of the pleadings of the parties the following issues arise for determination:

1. Whether the workman has completed 240 days during his period 1991 to 2001?
2. Whether the workman is entitled to reinstatement?
3. To what amount of back wages the workman is entitled?

Issue No. 1

It was submitted from the side of the workman that he has worked continuously from 1991 to 7-8-2001 as water boy and several duties have been taken from him. The workman has filed one photocopy letter written by the Manager on 25-9-1996. It has been mentioned therein that the workman has worked continuously as water boy for 2 years with only short breaks. His name has been recommended for empanelment. This letter is a photocopy, though it bears letter number 108/96. It has been signed by the manager.

The workman has filed photocopies of the duties discharged by him but these are on blank papers and the management has denied all the photocopies. These photocopies are not admissible in evidence.

The management witness has admitted in his cross-examination as under :—

"I cannot say on which date Shri Padam Singh was deputed on the work. I cannot say on which date Shri Padam Singh went on leave. I have not submitted any letter in this regard. I cannot say the date and year on which the extra workmen were engaged by

me. No office memorandum was ever displayed on the notice board regarding the exigencies of the work. Attendance was not taken of the claimant Shri Rambharose. I cannot say for how many days Shri Rambharose worked in a year. No record regarding the working days in a year of the claimant has been filed by the bank. Shri Rambharose used to work in the Tea Stall and used to serve the tea to the bank employees. I do not know who was the owner of the Tea Stall. It is not in my knowledge that Shri Jitender junior to Shri Rambharose is working in the bank on the post of Peon."

MW1 has admitted that when the Peon Shri Padam Singh used to go on leave or due to exigencies of work some other persons were deputed on the work. He has further stated that he could not say on which dates Shri Padam Singh went on leave. He has further stated that he could not say the date and year on which the extra workmen were engaged.

MW1 has also admitted that he could not say for how many days Shri Ram Bharose worked in a year. He has further admitted that Shri Rambharose used to work in the tea stall and used to serve tea to the bank's employees. He has expressed his inability regarding the name of the owner of the tea stall. He has also no knowledge that Shri Jitender junior to Rambharose is working in the bank on the post of Peon.

In the written statement also the case of the management is that this workman was engaged when regular and permanent peon went on leave. In case there is engagement of a workman on leave vacancy, it was the duty of the management to file relevant records to show that the workman was engaged in exigencies. Engagement of the workman is admitted. In the circumstances it was necessary for the management to file the relevant records to show that engagement to this workman was given only on leave vacancies. The management has concealed these documents.

The management has not denied that the workman was not engaged. Once engagement is admitted it becomes the duty of the management to file records regarding the plea taken by the management. The plea of the management is that the workman was engaged when Shri Padam Singh went on leave. As such there are relevant documents regarding Shri Padam Singh proceeding on leave and engagement of this workman at his place but no such document has been filed to substantiate the plea of the management.

The relevant vouchers and records regarding *ad hoc* engagement of the workman on leave vacancy of permanent employee are with the management. The management ought to have filed the relevant documents to substantiate the plea that the workman was engaged only on leave vacancy. The documents are under the possession of the

management. In the circumstances it is held that the workman has worked regularly from 1991 to 07-08-2001 as a casual worker and not against the leave vacancy. He has worked for 240 days in all the years of his employment. This issue is decided accordingly.

Issue No. 2

It was submitted from the side of the management that non-employment due on non-availability of work to any casual worker or after expiry of engagement which was for fixed period does not amount to retrenchment, hence there is no need to comply with Section 25-F of the Act. As the engagement of Shri Ram Bharosey was for a day or more days i.e. two or three days in a week or month on casual basis as a daily paid due to absent of regular peon of the Bank, which cannot be treated as a regular appointment at all.

It was further submitted that the Bank is an Undertaking of the Government of India and has its rules and regulations regarding recruitment in the Bank and all recruitment of Class IV or other category are subject to such rules and regulations and all vacancies are fulfilled as per prescribed procedure after conducting certain formalities with the conditions of eligibility, written test and oral test. Thus except said procedure no body take employment in the Bank nor any person is authorised to recruit or appoint any person on behalf of the Bank.

That Simbhaoli branch of the Opp. Party Bank is a rural branch and having very low staff/strength and there is no post of Water Body ever existed.

Section 25 F provides that in case a workman has worked for 240 days continuously he should be paid retrenchment compensation as per the rules and one month's pay in lieu of notice.

The management has not disclosed as to how many Peons were working there. MW1 has expressed his inability to say whether junior Shri Jitender was working at the place of Shri Rambharose. It is not the case of the management that Shri Jitender is not continued at present. This establishes the fact that the work is still existing. The workman has been removed and Shri Jitender has been taken in his place. MW1 should state specifically whether Shri Jitender was working or not. He has given evasive reply. So it is held that the workman has been removed and Shri Jitender has been taken in his place.

It was submitted from the side of the bank that reinstatement is not the only relief in all the cases of illegal termination. Section 11 A of the ID Act, 1947 provides for payment of compensation also.

It was submitted from the side of the workman that compensation is payable in cases where an undertaking has become sick or it has been closed or it is in economic loss. It has not been established that the bank is in economic loss and it is a sick Industry.

My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 State of UP and Rajender Singh. The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wager cleaner who worked for 4 years was dispensed with without following the procedure for retrenchment. In the instant case also no retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313. The Hon'ble Supreme Court has held that daily wager even if serving for a short period should be reinstated.

It was submitted from the side of the workman that in the instant case Sections 25 F, G of the ID Act are attracted. In section 25 of the ID Act it has been provided that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of Section 25 F are not complied. In the instant case no compensation has been paid to the workman.

In case a workman has worked for 240 days in a year and the work is of continuous and regular nature he should be paid retrenchment compensation. In case retrenchment compensation is not paid Section 25F of the ID Act is attracted. There is no cessation of his services. He is deemed continued in service in the eye of law. In case there is breach of Section 25F the service is continued and reinstatement follows as a natural consequence.

ID Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that legislature wanted that such workmen should not be harassed un-necessarily so Section 25 F, U, T and Clause 10 of Vth Schedule have been enacted. The objects and reasons of ID Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. The workmen should not be engaged for years and then they should be removed all of a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006 (4) Scale has put down a complete ban on regularisation and reinstatement. The Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hallmark and the Constitution enshrines affirmative action to ensure that unequals are not treated equals. So

public employment should be in terms of constitutional scheme.

It was further submitted that the Constitution Bench Judgment has afforded a right according to which the Government is not precluded from making temporary appointments or engaging workers on daily wages.

The Hon'ble Apex Court has not declared the provisions of ID Act un-constitutional. The Government has got no license to make always appointment of daily wagers and to continue them for life time. Fixed term tenure appointments and temporary appointments cannot be the rule of public employment. At the time of making temporary appointments Articles 14, 16, 21, 23, 226 and 309 are infringed. There is no constitutional mandate that the Government is at liberty to go on giving fixed term appointments for the entire tenure of service of an employee.

No such Article of the Constitution has been pointed out under which the Government or Public Sector units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term of appointments and temporary appointments are not governed by any constitutional scheme, such discrimination will amount to vicious discretion. The Government of Public Sector unit will go on resorting to the method of pick and choose policy and give temporary and *ad hoc* appointments to their favorites and thus the principles of equality enshrined in the constitution will be given a go bye. Such is not the intent of the Hon'ble Apex Court. However, in this judgment the provisions of the ID Act governing the services of the workman have not been declared un-constitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions enumerated therein or for breach of service rules provided in various labour welfare legislations.

Section 11 A of the ID Act stipulates that in case the Tribunal is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstance of the case may require. According to this benign provision this Tribunal has the authority to set aside the order of discharge or dismissal and reinstate the workman on the terms and conditions as it thinks fit.

The Hon'ble Apex Court in 2006 (4) Scale has not annulled section 11A of the ID Act and the legislature has authorised this Tribunal to set aside dismissal or discharge on its consideration and direct reinstatement. The judgment cited by the management is not applicable in the facts and circumstances of the case.

A three Judges bench of the Hon'ble Apex Court has held in 1993 - II - LLJ that termination of services affects

the livelihood of not only of the employee but also of the dependents. So in case of illegal termination of service the workman should be reinstated.

Reinstatement should not be misconceived as regularization. By the order of reinstatement the status quo ante of the workman is restored. He is given back wages in order to compensate him for his illegal disengagement. This is a special remedy provided in ID Act and it has not been annulled and set aside by any judgment of the Hon'ble Apex Court. The provisions of the ID Act are still constitutional and they are to be given effect to.

In case the workman is reinstated with back wages the respondents have every right, after payment of back wages and reinstatement, to retrench him validly following the principles of first come last go so that section 25-g & d of the ID Act are not violated.

In view of the law cited above and the facts pertaining in this case, the workman is entitled to reinstatement. This issue is decided accordingly.

Issue No. 3

It was submitted that payment of full back wages is not the natural consequence of the order of discharge or dismissal being set aside. It has been held in (2003) 6 SCC 141 that it is incumbent upon the labour court to decide the quantum of back wages. In the instant case the matter involved was a case of theft of large quantity of Aluminium Wire. Departmental inquiry was not conducted in accordance with the principles of natural justice so dismissal was found bad. In such circumstance the Hon'ble Apex Court held that the order for payment of full back wages was not justified if termination is set aside. In *PGI vs. Raj Kumar* (2001) 2 SCC 54 the Hon'ble Apex Court upheld the 60% award of back wages of the Tribunal.

It has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

It has been further held in this case that payment of back wages in its entirety is the statutory sanction. In (2003) 4 SCC 27 the Hon'ble Apex Court held that in view of delay in raising the dispute and initiating the proceedings back wages need not be allowed. In the instant case there is no delay at least on the part of the workman in raising the dispute.

In 2004 VIII AD SC 444 the Hon'ble Apex Court upheld the order of reinstatement with 25% back wages.

In 1978 Lab IC 1968 - three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment, in such circumstance the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the

workman was always ready to work but he was not permitted on account of invalid act of the employer.

In AIR 2002 SC 1313 the Hon'ble Apex Court reduced the back wages to 25%.

In 2005 IV AD SC 39 - three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified.

In the instant case the workman has served the management for 7 years and he has served for more than 240 days in each year almost for 5 years. Juniors to the workman have been retained by the management. The workman no doubt is a manual worker. It cannot be said that he was sitting idle during his unemployment. He must be doing some job off and on. He is not employed in any establishment. In view of the decisions cited above the workman is entitled to 50% back wages. This issue is decided accordingly.

The reference is replied thus:

The action of the management of DCO Bank in terminating the services of Shri Rambharosey S/o Shri Lakh Ram w.e.f. 7-8-2001 is neither legal nor justified. The management should reinstate the workman w.e.f. 8-8-2001 alongwith 50% back wages within two months from the date of publication of the award.

The award is given accordingly.

Date: 31-5-2007.

R.N. RAJ, Presiding Officer

नई दिल्ली, 4 जून, 2007

का.आ. 1876.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथवा न्यायालय नं.-2, नई दिल्ली के पंचाट (संदर्भ संख्या 131/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2007 को प्राप्त हुआ था।

[सं. एल-12012/119/2003-आई.आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 4th June, 2007

S.O. 1876.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. No. 131/2003 of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Syndicate Bank and their workman, received by the Central Government on 4-6-2007.

[No. L-12012/119/2003-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE
BEFORE THE PRESIDING OFFICER CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM
LABOUR, COURT-II, NEW DELHI
PRESIDING OFFICER: R.N.RAI.
I.D. No. 131/2003

In the Matter of :—

Shri Shyam Lal,
 S/o. Shri Nazru Ram,
 Vill.: Dayalpur - Ballabhgarh,
 Faridabad (Haryana)

Versus

1. The General Manager,
 Syndicate Bank,
 Personnel Department,
 Industrial Relations Division,
 Head Office: Manipal (Karnataka).
2. The Asstt. General Manager
 (Disciplinary Authority),
 Syndicate Bank Zonal Office,
 Industrial Relation Cell,
 6, Bhagwan Das Road,
 New Delhi.
3. The Manager,
 Syndicate Bank,
 Chhainsa Branch,
 Tehsil: Ballabhgarh,
 Faridabad (Haryana).

AWARD

The Ministry of Labour by its letter No. L-12012/119/2003 -IR (B-II) Central Government dated 14-8-2003 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Syndicate Bank in ordering dismissal of Shri Shyam Lal, S/o. Nazru Ram from services w.e.f. 27-5-1999 is just and legal? If not, to what relief the workman is entitled.”

The workman applicant has filed statement of claim. In the statement of claim it has been stated that Shri Shyam Lal while working as an Attendant (Sub-staff) in Chhainsa Branch of Syndicate Bank in Faridabad, District Haryana was asked to perform/officiate as Cashier in the absence of all the clerical staff of the branch by the local management on regular basis and such work performed by Shri Shyam Lal was checked and supervised by the Assistant Manager of Chhainsa Branch at that time.

That while officiating/performing clerical duties on various occasions as happens in all such cases, he might have committed some bonafide mistakes to be corrected by the supervisions there and then but since they failed to correct the same every responsibility was passed on to me though I was lower most in the cadre ignoring the principle of natural justice, “Higher the Higher the Responsibility”.

That as alleged against me that while performing clerical duties, I committed certain lapses but the fact remains that neither there was any consumer complaint against me nor the bank was put to any loss. Nobody can believe that none of the customer was put to any loss and still bank goes to such an extreme step of dismissal from the service of the bank.

That it is alleged against me that I performed clerical duties at my own but it is worth mentioning here that the same work done by me is checked and supervised by the Assistant Manager of the branch which amounts to their consent and permission to perform clerical duties to me.

That ever since I joined Chhainsa Branch of Syndicate Bank i.e. w.e.f. 11-9-1995, I was asked by the Manager of the branch to perform clerical duties at regular basis. I was asked to debit and credit the A/s. of Customer to prepare O.G.-167 and other clerical work and the same was duly checked by the officer supervisor and the same amounts to permission/order of the local management. My repeated requests to get my statement verified/investigated by the Zonal Office of the Bank was turned down, hence the obligation that I performed clerical duties in full view and supervision of the local management at Chhainsa was only handedless of management.

Last but not to least there was no customer complaint against me and there was no loss to the bank. Bonafide mistakes on my part were taken as intentional and I was served with the order of dismissal from the services of the bank.

That in the light of above, I request this Hon'ble Court to quash the orders passed by the Disciplinary Authority against my dismissal from the services of the bank and direct the bank to take me back in the service of the bank.

The management has filed written statement. In the written statement it has been stated that the present reference has been made in routine and mechanical manner without the application of mind, therefore, the present reference is bad in law and is liable to be rejected.

That since the workman has concealed true and material facts from Hon'ble Court, the management hereby state the facts and circumstances of the case.

That the workman was initially placed under suspension vide order dated 24-12-1997 of the disciplinary authority and subsequently he was served with a charge sheet dated 22-4-1998 for the serious allegations on his part in the matter of misappropriation of money received from various customers towards deposit of their respective accounts and for which the workman was charged with gross misconduct of doing acts prejudicial to the interests of the bank vide clause 19.5(j) of the BPS for the following reasons:—

That while the workman was functioning as an attender at Chhainsa Branch the un-authorisedly received

a sum of Rs. 1000 from Smt. Ramvati on 12-05-1997 holder of SB A/c. No. 5327 did not account for the same, received/accepted Rs. 21 00 on 23-05-1997 from Shri Gajraj Singh holder of SB A/c. No. 1696 for credit of their accounts but credited a sum of Rs. 2000 only and accepted a sum of Rs. 10,000 on 26-04-1997 from Shri Raghubir Singh holder of SB A/c. No. 7007 for credit to his account but remitted/credited Rs. 8,000 only thus misappropriating Rs. 1000, Rs. 100 and Rs. 2000 respectively. The workman in order to conceal his fraudulent acts, he gave counterfoils for full amounts so received from the said customers which bear cash receipts stamp and also made entry for the full amount in the respective passbook of the customers. Thus, he manipulated/falsified the bank's records and also tarnished the image of the bank as specifically stated in the charge sheet served upon him.

That in response to the charge sheet the workman submitted his replies *vide* letter dated 2-05-1998 and denied the charges. Therefore, it was decided by the disciplinary authority to proceed further by conducting departmental inquiry in the matter and appointed an Inquiry Officer. Accordingly the departmental inquiry was conducted on different dates and the workman along with his defence representative participated in the inquiry. The workman was extended with all the fair and reasonable opportunities to defend his case during the departmental inquiry. The workman along with his representative utilized all the opportunities given to him by the inquiry officer. The inquiry was conducted as per the provisions of the BPS by which the service conditions of the workman are governed and the principles of natural justice were duly followed. After the conclusion of the inquiry, the Inquiry Officer submitted its report to the disciplinary authority stating that the charges leveled against the workman were conclusively proved in the inquiry. A copy of the inquiry report was sent to the workman for his submissions, the workman also made his submissions on the inquiry report.

That the Disciplinary Authority had gone through the report as well as the submissions of the workman and was convinced that the workman was guilty of the charges leveled against him concurred with the findings of the Inquiry Officer and held that the workman is guilty of the charges. Considering the seriousness of the misconducts committed by the workman under clause 19.5(j) and proved in the inquiry, disciplinary authority proposed the punishment of dismissal from the services of the bank. Personal hearing was also given to the workman on 22-05-1999. The Disciplinary Authority had gone through all the records of the case and was satisfied that the charges leveled against the workman were duly established in the inquiry. The punishment imposed upon the workman was not dis-proportionate to the gravity of the misconduct committed by him and accordingly the proposed punishment was awarded to the workman *vide* order dated 27-05-1999 of the Disciplinary Authority.

That the workman preferred an appeal to the Appellate Authority the same was also dismissed after giving him opportunity of personal hearing as there were no extenuating factors brought in for the consideration of the appellate authority by the workman and there was sufficient evidence on record to sustain the charges for which the workman was found guilty and there was no merit in the submissions made by the workman during the personal hearing, the punishment awarded was also not disproportionate to the gravity of the misconduct committed by the workman and therefore, the punishment ordered by the disciplinary authority was confirmed. The workman has failed to raise any ground to challenge the fairness of the inquiry which would have caused any prejudice to him. The inquiry conducted by the management was fair and proper as such the claim of the workman is liable to be rejected.

That since the punishment was awarded to the workman after conducting a fair and proper domestic inquiry by the management as per the provisions and service conditions applicable to the workman before passing the dismissal order against the workman, both the oral as well as documentary evidence was produced during inquiry and the charges were duly proved in the inquiry and all the proceedings have been placed before the Hon'ble Court. In case this court comes to the conclusion that inquiry conducted by the management was not fair and proper then in that eventuality the management reserves its right to produce fresh evidence to prove the misconduct committed by the workman.

It is denied that the workman was working as cashier on regular basis. In fact that the workman was an attender in the subordinate cadre. The workman is put to strict proof of the allegation made.

It is denied that the workman committed *bonafide* mistakes as alleged. It is submitted that the mistakes admitted to have been committed by the workman were very serious in nature. The workman while working as attender had not only received cash from the customers but also misappropriated the same for his own benefit. Further in order to conceal his fraudulent acts, he issued counterfoils for the full amount and accordingly made entry in the respective passbook of the customers thereby manipulated/falsified the records of the bank. The allegations levelled in this para by the workman are baseless and he is trying to shift away his responsibility. It is further submitted that the acts of misappropriation of the money belonging to the customers are very serious in nature and the same were duly established in the inquiry by producing oral as well as documentary evidence.

It is denied that there was no complaint against the workman and the bank was not put to any loss as alleged. It is submitted that the workman misappropriated the money belonging to the customers and also issued counterfoil for the full amount and made entry in the respective passbook

of the customers for the full amount. When the acts of the workman came into light the workman reimbursed the money to the customers of the bank. It is submitted that the workman had also manipulated and falsified the records of the bank. The acts of the workman are very serious and grave in nature and for the misconduct committed by the workman the management has lost confidence in him and the workman has become unreliable and undependable for the respondent bank. The respondent bank being a nationalized bank dealing in public money cannot be expected to employ the employees like the workman. The punishment awarded to the workman by the disciplinary authority is no way dis-proportionate to the gravity of the misconduct committed by him.

It is denied that as per the allegations made that simply because the work done by the workman was checked and supervised by the Assistant Manager of the bank, it amounts to their consent and permission as alleged. It is submitted that the acts of accepting the money from the customers and issuing counterfoil for the full amount and also misappropriating the customer's money were accepted by the workman *vide* his letter dated 15-10-1997. Moreover, the charges were duly established and proved in the inquiry on the basis of oral and documentary evidence. Therefore, the allegation levelled by the workman are false and frivolous.

It is submitted that the workman was working as attender and the un-authorisedly accepted money from the customers and misappropriated the same. To conceal his fraudulent acts he issued counterfoil for full amount to the customers and made entry in their passbook for the full amount. The charges levelled against the workman were duly established in the inquiry. Therefore, the allegations made by the workman in this para is baseless and is of no consequence.

It is denied that there were no complaint against the workman and no loss was caused to the bank as alleged. It is further denied that the acts of misconduct observed on the part of the workman were *bonafide* mistakes and were not intentional as alleged. It is submitted that the acts of manipulation/falsifying the bank's record have tarnished the image of the bank. The workman was dismissed for the serious misconduct detrimental to the interest of the bank. The punishment awarded to the workman was proportionate to the gravity of the misconduct committed by him. It is further submitted that in the present case the punishment was awarded to the workman after conducting a fair and proper domestic inquiry and in the claim statement the workman has failed to raise any ground to challenge the fairness of the inquiry. It is, therefore submitted that the claim of the workman is liable to be rejected straightaway.

It is further denied that the action of the management is illegal in any manner. It is further denied that the workman is entitled to the reinstatement with full back wages as

claimed. The claim raised by the workman is misconceived and the reference is bad in law. The workman is not entitled to any relief as prayed. The claim of the workman is liable to be rejected.

It is, therefore, most respectfully prayed that the reference may be answered in favour of the management and reject the claim of the workman with costs.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It transpires from perusal of the order sheet that the preliminary issue regarding fairness of the inquiry was decided by order dated 23-01-2007. The inquiry was found fair. This finding on the fairness of the inquiry will form part of the award.

It was submitted from the side of the workman that an unfair and bogus inquiry was allegedly conducted by the management against the claimant without giving sufficient opportunity to participate in the inquiry and the inquiry officer did not inform the claimant that he had been appointed as an Inquiry Officer by the respondent in this case. The main job of claimant with the respondent was as an Attendant (Sub-staff) in Chhainsa Branch of Syndicate Bank, Faridabad but he was asked to perform/officiate as Cashier in the absence of all the clerical staff of the Branch by the local management on regular basis and such work performed by Shri Shyam Lal was checked and supervised by Assistant Manager of Chhainsa Branch at that time.

It was further submitted that during performing clerical duties on various occasions of claimant as happens in all such cases he might have committed some *bonafide* mistakes to be corrected by supervisors then and there but since they failed to correct the same every responsibility was passed on to the claimant though he was lower most in the cadre ignoring the principle of natural justice. Higher the cadre—Higher the responsibility.

It was submitted that as alleged against the claimant that during performing clerical duties he committed certain lapses but the fact remains that neither there was any Consumer Complaint against the claimant nor bank was put to any loss. Nobody can believe that none of the customer was put to any loss. Some *bonafide* mistakes on part of claimant were taken as intentional.

It was submitted from the side of the management that the workman misappropriated the money belonging to the customers and also issued counterfoil for the full amount and made entry in the respective passbooks of the customers for the full amount. When the acts of the workman came to light the workman reimbursed the money to the

customers of the bank. It is submitted that the workman had also manipulated and falsified the records of the bank. The acts of the workman are very serious and grave in nature and for the misconduct committed by the workman the management has lost confidence in him and the workman has become unreliable and undependable for the respondent bank. The respondent bank being a nationalized bank dealing in public money cannot be expected to employ the employees like the workman. The punishment awarded to the workman by the Disciplinary Authority is in no way disproportionate to the gravity of the misconduct committed by him.

It was further submitted that the acts of accepting the money from the customers and issuing counterfoil for the full amount and also misappropriating the customer's money were accepted by the workman vide his letter dated 15-07-1997. Moreover, the charges were duly established and proved in the inquiry on the basis of oral and documentary evidence.

Therefore, the allegation levelled by the workman are false and frivolous.

It transpires from perusal of the record that the workman received Rs. 1000/- unauthorisedly on 12-05-1997 from account holder of SB A/c No. 5327 and he did not account for the same, so he embezzled an amount of Rs. 1000/-. He received again Rs. 2100/- on 23-05-1997 from the account holder of SB A/c No. 1696 and he credited only a sum of Rs. 2000/- while he issued counterfoil for Rs. 2100/- and made entry in the passbook for Rs. 2100/-. the workman again received Rs. 10,000/- on 26-06-1997 from Sh. Raghubir Singh account holder of SB A/c No. 7007 but he credited only Rs. 8,000/- and embezzled Rs. 2000/-. In all these cases he issued counterfoil for the full amount and he has entered the full amount in the passbook also but he did not deposit it in the bank. Thus, the workman embezzled Rs. 1000/-, Rs. 100/- & Rs. 2000/- on the dates mentioned above.

It was submitted from the side of the workman that it was a bonafide mistake that the proper entries were not made in the records and this does not amount to so serious misconduct that the workman should be dismissed from service.

The inquiry held against the workman has been found fair. The fairness of the inquiry cannot be agitated again. The argument of the party should be limited to the quantum of punishment only.

It was submitted from the respondent that the workman became unreliable and undependable in view of serious misconduct committed by him. The workman besides misappropriation has manipulated and falsified the records of the bank. The misconduct is serious and grave in nature and the management has lost all confidence in him. The bank deals in public money and such employees cannot be retained. The punishment is not disproportionate in view of the gravity of the misconduct committed by him.

It is found proved that on 3 occasions the workman misappropriated the amounts mentioned above and when the inquiry was instituted he returned the amount to the customers. Though he has misappropriated only Rs. 3100/- only but misappropriation is misappropriation. The amount is not material.

My attention was drawn to 2000 LLR 1271. It has been that Section 11-A—Powers of Labour Court or Industrial Tribunal to give appropriate relief in case of dismissal or discharge of workmen—Disciplinary action—Quantum of punishment—Discretion of Labour Court—Labour Court giving specific finding that charge of misappropriation and breach of trust established—It, however, setting aside dismissal order and ordering reinstatement with 25% back wages while imposing penalty of stoppage of 5 increments with cumulative effect—Unsustainable—One act of misappropriation is proved, may be for a small or large amount, there is no question of showing uncalled for sympathy and reinstating employee in service—Labour Court cannot substitute penalty imposed by employer in such cases.

In case of proved misappropriation there is no question of considering past record. It is discretion of the employer to consider the same in appropriate cases, but the Labour Court cannot substitute the penalty imposed by the employer in such cases.

It is found proved that the workman has misappropriated Rs. 3100/-. He has committed a grave misconduct.

In the facts and circumstances of the case the punishment inflicted on the claimant is neither excessive nor disproportionate. He deserves dismissal and he was dismissed. No interference is required.

The law cited by the workman is not applicable in the facts and circumstances of the present case.

The reference is replied thus :—

The action of the management of Syndicate Bank in ordering dismissal of Shri Shyam Lal, S/o. Nazru Ram from services w.e.f. 27-05-1999 is just and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 29-05-2007. R.N. RAI, Presiding Officer

नई दिल्ली, 4 जून, 2007

का. आ. 1877.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, नई दिल्ली के पंचाट (संदर्भ संख्या 51/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07-6-07 को प्राप्त हुआ था।

[सं. एल-12012/212/2003-आई आर (बी-11)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 4th June, 2007

S.O. 1877.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 51/2004 of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank, and their workmen, received by the Central Government on 4-6-2007.

(No. L-12012/212/2003-IR(B-II))

RAJINDER KUMAR, Desk Officer
ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI**

Presiding Officer: R. N. Rai I. D. No. 51/2004

PRESENT:

Shri J. Buther —1st Party
Shri K. S. Chouhan —2nd Party

IN THE MATTER OF:

Shri Mohan Lal Bansal,
A-4/14 Paschim Vihar,
New Delhi-110063.

Versus

The Assistant General Manager,
Syndicate Bank,
Sarojni House, 6, Bhawan Das Road,
New Delhi-110001.

AWARD

The Ministry of Labour by its letter No. L-12012/212/2003-IR (B-II) CENTRAL GOVERNMENT dt. 08-3-2004 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Syndicate Bank in terminating the services of Shri M.L. Bansal by way of compulsory retirement from service is legal and justified? If not, what relief the workman is entitled to.”

The workman applicant has filed statement of claim. In the statement of claim it has been stated that the workman was permanent employee of the management bank and had been working as Attender in the Ashok Vihar Branch, New Delhi. The workman joined the services of the bank in 1986 and has rendered 15 years of service. His services are governed by the provisions of various bipartite settlements and awards.

That the workman was issued a charge-sheet dated 31-01-2000 levelling allegation or unauthorized absence for the following periods :

8-8-1999 to 14-8-1999
18-8-1999 to 21-8-1999

25-8-1999 to 26-8-1999
31-8-1999 to 2-9-1999
8-9-1999 to 11-9-1999
14-9-1999 to 15-9-1999
29-9-1999 to 3-10-1999
6-10-1999 to 12-10-1999

This chargesheet was issued by the Assistant General Manager of the bank.

That it is admitted case that the workman did not attend office on in between days during 8-8-1999 to 12-10-1999. The workman did submit leave applications and medical certificates whenever he reported for his duties. Admittedly there is no rejection of leave. Hence treating the workman as unauthorized absence from duty during the above period is unreasonable and unjustified. The authorities are well aware that the workman was not keeping good health and hence he could not attend office.

That the chargesheet dated 31-01-2000 therefore is the result of non-application of mind. Hence the entire action is bad in law. For single incidence/act of absence from duty the Assistant General Manager, purporting to be the Disciplinary Authority has imposed multiple punishments for single incident/act. This too shows non-application of mind, mechanical act, and closed mind of the Disciplinary and Appellate Authorities.

That the workman submitted reply dated 27-02-2000 to the chargesheet dated 31-1-2000 denying the allegation of unauthorized absence from duty during the period of 8-8-1999 to 12-10-1999. The workman had attended duties in between and also has submitted leave applications and medical certificates. Hence the absence from duty is justified and reasonable. Without giving any reasons the Disciplinary Authority found the reply to the charge sheet unsatisfactory. Hence ordering inquiry is violative of principles of natural justice. Ordering inquiry in to the charge sheet dated 31-1-2000 is also result of non-application of mind.

That the inquiry was held on only one date i.e. 3-3-2000. The Inquiry Officer submitted his report dated 13-4-2000 finding the workman guilty of the charges leveled in the chargesheet. The findings are perverse, since the findings are based on no evidence. The sole management witness, MW/1 in his chief stated that as per letter dated 23-9-1999 the workman was on extra-ordinary leave and on loss of pay for 277 days. MW/1 could not tell the reason for the absence. He has also admitted that the workman joined his duties. There was no evidence that the leave application and medical certificates submitted by the workman was rejected. The burden to prove the charges lies on the management. Presuming though not admitting that the leave applications and medical certificates were rejected, it is the duty of the authority concerned to convey the reasons for rejections, if any. No such communication rejecting leave with reasons was ever received by the workman. Hence the entire action of initiating the

disciplinary action is violated. In any event, the inquiry and the resultant actions are not sustainable in law being founded on perverse findings.

That the workman preferred an appeal dated 10-8-2000 detailed how the order of punishment of compulsory retirement is bad. But the submissions were not considered, rather rejected by the Appellate Authority mechanically. The order dated 14-10-2000 is unjust and illegal.

That the resultant order of disciplinary authority dated 30-6-2000 passed by the Dy. General Manager and the order dated 14-10-2000 of the Appellate Authority rejecting the appeal is invalid and illegal. The Disciplinary Authority concurred with the findings of the Inquiry Officer and had not considered the above vital aspects. He failed to appreciate that mere absence is not misconduct. Even the Appellate Authority did not consider the submissions made in the appeal dated 10-8-2000. If at all any misconduct was committed, though not admitting, the same were stood condoned. Hence no disciplinary action could have been taken against the workman. Hence the entire disciplinary action is void being illegal and invalid. Taking leave on the ground of illness supported by medical certificates justifies the absence.

That the charge-sheet itself being bad, illegal and invalid in law, the further action on the charge-sheet are not sustainable in law. Levelling multiple punishments are blatant misuse of power and hence such arbitrary exercise of power vitiate the entire action being unreasonable, irrational for single act of absence. The exercise of power was for extraneous purpose and to colorable. That the punishment imposed on the workman though not warranted, it is still highly and shockingly disproportionate. On this ground also the action of imposing multiple punishments including compulsory retirement is illegal and invalid.

That the entire disciplinary action is in violation of bipartite settlements and awards. Levelling multiple punishments for single allegation of unauthorized absence, though not admitted are in gross violation of bipartite settlements.

That the authorities concerned have not exercised the power bonafidely and actions are indicative of oblique motive and extraneous consideration. Arbitrary exercise of power is writ large. The principles of natural justice have been violated.

The respondent/management has filed written statement. In the written statement it has been stated that the present reference has been made in routine and mechanical manner without the application of mind, therefore the present reference is liable to be rejected.

That since the workman has concealed true and material facts from this Hon'ble Court, the management hereby states the facts and circumstances of the case.

That the workman was working as an Attender with Ashok Vihar Branch. While working he was in the habit of

remaining absent from duty unauthorisedly without intimation/prior sanction of the leave from the competent authority. The workman was served with charge-sheet dated 3-2-1999 and charge-sheet dated 17-6-1999 for his unauthorized absence from duties on various occasions and was awarded with the punishment of warning on both the occasions with the hope that he will realize and understand the seriousness of his misconduct and correct himself in future. Instead of amending himself the workman again started absenting unauthorisedly from duty on various occasions for which he was again served with charge-sheet dated 16-9-1999 and was awarded the punishment of stoppage of one increment for a period of six months by the disciplinary authority.

That the workman again by showing disregard to the leave rules and advices from higher authorities absented himself from duties unauthorisedly on various occasions as mentioned in the charge-sheet dated 31-1-2000 in question without any information/prior sanction of leave from the competent authority thereby disrupted the normal functioning of the branch/bank and spoiled the discipline among other staff of the bank and accordingly was served with the charge-sheet dated 31-1-2000.

1. Absence without leave under clause 19.7(a) of the BPS.
2. Unpunctual and irregular attendance vide clause 19.7(b) of the BPS.
3. Doing acts prejudicial to the interest of the bank vide clause 19.5(j) of the BPS.
4. Habitually doing acts which amount to minor misconduct as per the clause 19.5(f) of the BPS.

The explanation submitted by the workman in response to the charge-sheet was not found to be satisfactory and it was decided by the disciplinary authority to proceed further by conducting departmental inquiry in the matter. Accordingly the departmental inquiry was conducted and the workman along with his defence representative participated in the inquiry. The workman was extended with all fair and reasonable opportunities to defend his case during the departmental inquiry. Further the workman was assisted by the defence representative during the inquiry and utilized all the opportunities extended to him. The inquiry was conducted as per the provisions of the BPS by which the service conditions of the workman were governed and by following the principles of natural justice. After the conclusion of the inquiry the inquiry officer submitted his finding vide report dated 13-4-2000 stating that the charges leveled against the workman were conclusively proved in the inquiry. The copy of the inquiry report was forwarded to the workman for his submissions but the workman had chosen not to make any submissions on the findings of the inquiry officer for the reasons best known to him. The Disciplinary Authority after a thorough perusal of all the records placed before him observed that the inquiry was conducted as per the

provisions of the BPS and in terms of the principles of natural justice and the findings of the inquiry officer are based on evidence produced in the inquiry both oral as well as documentary, concurred with the findings arrived in the inquiry and proposed the punishment of "reduction of basic pay in the scale of pay by one stage for a period of 6 months" for each of the misconducts under clause 19.7 (a) and 19.7(b) of the BPS respectively and "compulsory retirement from the services of the bank" for each of the misconducts under clause 19.5(j) and 19.5(f) of the BPS respectively and offered the workman a personal hearing on the proposed punishment on 16-6-2000. The workman along with his defence representative duly participated in the personal hearing.

That the workman could not bring any extenuating factors during the personal hearing warranting reconsideration of the proposed punishment, the disciplinary authority after considering the entire material placed before him awarded the punishment of "stoppage of next increment in the scale of state of workman for a period of six months" for each of the misconduct under clause 19.7(a) and 19.7(b) of the BPS respectively and are also awarded punishment of "compulsory retirement from the services of the bank" for each of the misconduct under clause 19.5(j) and 19.5(f) of the BPS respectively vide proceedings dated 30-6-2000 and corrigendum dated 8-8-2000 to the proceedings dated 30-6-2000.

Aggrieved by the orders of the Disciplinary Authority the workman preferred an appeal before the appellate authority and challenged the orders of the disciplinary authority. The appellate authority also gave a personal hearing on 15-9-2000 to the workman in the matter and after perusal of all the records along with the submissions made by the workman during the personal hearing, the appellate authority observed that there is sufficient evidence available on record to sustain the charges leveled against him. Moreover the workman did not bring any extenuating factors warranting reconsideration of the punishment already awarded by the Disciplinary Authority. The Appellate Authority also observed that the misconduct committed by the workman are serious in nature and punishment awarded by the Disciplinary Authority was proportionate to the gravity of the misconduct committed by him and dismissed the appeal vide proceedings dated 14-10-2000. For the reasons mentioned above the reference is bad in law and is liable to be rejected.

However, it is submitted that the workman was served charge-sheet for his remaining absent from duties unauthorisedly on three earlier occasions and was awarded appropriate punishment.

It is denied that the workman can treat his alleged applications for leave to be sanctioned simply because they were not rejected by the management as alleged. It is denied that the workman was not keeping good health and

was not able to attend the office. It is submitted that the workman was in the habit of frequently absenting himself from duties unauthorisedly without any information and prior sanction of leave from the competent authority, in spite of his repeated insurance to be regular in attendance and follow leave rules, he failed to keep up his commitment and resorted to being frequently absent unauthorisedly. The workman on earlier three occasions was served with charge-sheet for his unauthorized absence and was awarded with appropriate punishment on each occasion. The absence of the workman for the period in question was treated as unauthorized with consequent cut in pay and allowances as per the leave rules and service conditions governing the workman. The allegations made in this para are false and frivolous.

It is denied that the action of the management is bad in law. It is denied that the disciplinary and appellate authorities have acted without application of the mind as alleged. It is submitted that the charge-sheet dated 31.01.2000 was issued for the misconduct observed on his part and the same were duly proved in the inquiry on the basis of evidence produced both oral as well as documentary. The Disciplinary Authority awarded the punishment for each misconduct leveled against him and proved during the inquiry. The allegations leveled by the workman are false and denied and the workman is put to strict proof of the same.

It is denied that absence of the workman from duty was justified as alleged. It is further denied that the action of the management in deciding to get the matter departmentally inquired is violative of the principles of natural justice. It is submitted that the absence of the workman on various occasions in question had been treated as unauthorized by the competent authority with consequent cut in the wages as per service rules as the workman was in the habit of remaining absent from duties without information/sanction. The explanation in response to the charge-sheet dated 31-1-2000 submitted by him was not found to be satisfactory and therefore the inquiry was conducted in the matter by following the provisions of BPS and in consonance with the principles of natural justice which governs the service conditions applicable to the workman were followed. The allegations leveled in this para are baseless and false.

It is denied that the findings arrived in the inquiry were not based on evidence. It is denied that it is necessary for the management to communicate the reasons for rejection of the leave application as alleged. It is denied that the action of the management in initiating disciplinary proceedings is vitiated. It is further denied that the inquiry conducted by the management is not sustainable in law. It is submitted that the inquiry was held on 30-3-2000. The Inquiry Officer after the conclusion of the management evidence requested the workman to lead his evidence but the workman failed to give any witness from his side and

the inquiry was concluded. As per the evidence produced by the management in the inquiry the inquiry officer submitted the inquiry report dated 13-4-2000 wherein the charges levelled against the workman vide charge-sheet dated 31-01-2000 were conclusively proved. The allegations made by the workman in this para are frivolous and baseless.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

It transpires from perusal of the record that the issue regarding fairness of the inquiry was decided by order dated 5-3-2007. The domestic inquiry has been found valid.

Heard both the parties on the point of quantum of punishment.

It was submitted from the side of the workman that the principles of natural justice have not been followed during the course of inquiry. The workman was ill, so circumstances prevented him from attending his duties. He kept on bad health for a long time. He did not absent himself deliberately but he fell with a sad victim to the circumstances and he could not attend his duties.

It was further submitted that the management should have held proper inquiry before passing the order of compulsory retirement.

It was submitted from the side of the management that the workman was in the habit of remaining absent from duty unauthorisedly without any information/prior sanction of leave from the competent authority. He was served with charge-sheet dated 3-2-1999 and 17-6-1999 previously. He was awarded the punishment of warning with the hope that he will prove in near future and will adhere to the leave rules and realize the seriousness of his misconduct and correct himself.

The workman was issued charge-sheet on 16-9-1999 3rd time and a lenient view was taken and he was awarded punishment of stoppage of one increment for 6 months. The habitual absence of the workman caused inconvenience to the smooth functioning of the branch. It also affected the customers service of the bank.

The workman even after the charge-sheet dated 31-12-2000 MEX-5 remained unauthorisedly absent for 40 days in between the period 12-1-2000 to 9-3-2000.

It was further submitted that warning to the workman for his unauthorised absence was issued twice and minor punishment was inflicted on him on 3rd time. Proper inquiry has been conducted.

The bank provides customers service. Unauthorised absence causes hardship to the customers as well as to the bank. This workman has been in the habit of absentsing unauthorisedly for 4 time. Despite service of last charge-sheet he absented himself for 40 days. Such workman

cannot be retained in service in view of the duties performed by the management.

It has been held in 2006 I.L.R 744 as under :

"Remaining absent for a long time could not be said to be a minor misconduct and it could not be treated lightly—High Court or Tribunal, in exercise of its power of judicial review, would not normally interfere with quantum of punishment—impugned judgment could not be sustained."

My attention was drawn from the side of the workman that in the case of N. K. Tripathi Vs. Govt. of NCT Delhi 2006 (8) AD Delhi 169. The High Court of Delhi has held as under :

"On a consideration of the charge for which the petitioner has been held guilty, viz., making a false complaint against the officers that they were probably using air conditioners meant for the showroom in their residences, the punishment of dismissal from service does appear disproportionate. At best, this was a failed attempt by a self appointed whistle blower. Surely, such conduct should not be condoned but then does it warrant dismissal? By using the ultimate penalty in all the sundry cases, the authorities would end up losing the distinction between the really serious cases and the lesser ones. On a consideration of the all of these factors, it is held that the punishment of dismissal from service inflicted on the petitioner is disproportionate to the charge for which the petitioner has been found guilty."

The case law cited by the workman is not applicable as it is in respect of making false complaints. In the instant case the workman has absented himself on 9 occasions. This case law is not applicable in the facts and circumstances of the present case.

It transpires from perusal of the record that the workman has not filed any medical certificate in support of his case that he fell seriously ill so he could not attend his duties. In the absence of medical certificate nothing can be presumed regarding the illness of the workman. He should have filed even photocopy of the medical certificate to justify his illness. There is absolutely no medical certificate on the record.

It is admitted to the workman that he absented on 9 occasions in between 8-8-1999 to 12-10-1999. He has not filed any document to justify his absence on the 8 occasions in between 8-8-1999 to 12-10-1999. It is also admitted that the workman was served a charge-sheet on previous 2 occasions and he was warned for future. It is also admitted that his one increment for 6 months has been withheld on the 3rd charge-sheet. It is also admitted that the workman absented for 40 days after service of charge-sheet dated 30-1-2000. He could not amend himself even during the pendency of the inquiry and he remained absent for 40 days. Compulsory Retirement has been ordered after

the 4th charge-sheet dated 31-1-2000. There is nothing on record to substantiate the fact that he was prevented by some illness from attending his duties. Such workman in the habit of absenting himself from duties on several occasions cannot be given any relief.

The management has inflicted on the workman the punishment of compulsory retirement on the 4th charge-sheet. He has been chargesheeted thrice on previous occasions. While considering the quantum of punishment previous misconduct is taken into account and the management has rightly imposed the punishment of compulsory retirement in the facts and circumstances of the present case.

The workman has absented on several occasions as is explicit from the record. The order of compulsory retirement is valid. The workman does not deserve any relief.

The reference is replied thus :

The action of the management of Syndicate Bank in terminating the services of Shri M.L. Bansal by way of compulsory retirement from service is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly:

R. N. RAI, Presiding Officer

Date : 28-5-2007.

नई दिल्ली, 4 जून, 2007

का.अ. 1878.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैन्ट्रल बैंक आफ इण्डिया के प्रबंधन के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में ग्राम न्यायालय, पुणे (महाराष्ट्र) के पंचाट (संदर्भ संख्या 454/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2007 को प्राप्त हुआ था।

[सं. एल-12012/27/2000-आई.अर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 4th June, 2007

S.O. 1878.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 454/2000) of the Labour Court Pune (Maharashtra) as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen, received by the Central Government on 1-6-2007.

[No.L-12012/27/2000-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI G.S. WANKHEDE, PRESIDING
OFFICER THIRD LABOUR COURT, PUNE

Reference (IDA) No. 454/2000

Central Bank of India

The Zonal Manager

CBIC/o 317,

M. G. Road, Pune-411002

... I Party

and

Shri Vijay Baban More

Bhopkhel, College of Military Engineering

Dapodi, Pune-12

... II Party

Coram :

Shri G. S. Wankhede

APPEARANCES:

Shri Kasbekar—Advocate for I Party

Shri Dixit—Advocate for II Party

AWARD

(Dated : 18-4-2007)

1. This reference is made by Government of India/ Bharat Sarkar/Ministry of Labour/ Shram Mantralaya, under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of industrial dispute between above referred parties over the following Schedule :

"Whether the action of the management of Central Bank of India, in relation to its Nigadi Branch in terminating the services of Shri Vijay Baban More w.e.f. 14-8-1997 is legal and justified? If not, what relief the said workman is entitled to?"

2. In short, the case of Second Party is that he was appointed by the First Party as a peon w.e.f. 17-10-1983 and posted at Daund Branch. After six months later, he was extended permanency. Thereafter, he was transferred at Nigadi Branch. His last drawn wages were Rs. 4,000 per month. While working in Nigadi Branch, he was always not keeping well and therefore, was not attended on duty but with prior intimation alongwith the Medical Certificate. The First Party issued memo in respect of absenteeism and sometimes Second Party was punished. The Second Party was served with the charge-sheet dated 12-7-1997 with the allegation that he was remained unauthorised absent from June, 1994 to 31-12-1996. As a matter of fact, during this period most of the leaves were sanctioned by the First Party. However, he was issued charge-sheet with false allegation. The First Party also imposed some punishment for the period of some leaves. However, that period was also included in the charge-sheet and started departmental enquiry.

3. In the enquiry, he was not allowed to engage Defence Representative nor given sufficient opportunity to defend himself and enquiry was concluded *ex parte* because the Enquiry Officer has not followed principles of natural justice. The Enquiry Officer thereafter by his findings held the Second Party guilty. The management places reliance upon the findings, issued show cause notice and thereafter illegally terminated his services w.e.f.

14-8-1997 without giving him opportunity to offer his comments to the show-cause notice. Thus, the termination of the Second Party is illegal. After termination, he preferred an appeal before Dy. General Manager but that appeal was also decided ex-parte and confirmed order of termination. As the termination of Second Party was illegal, he raised dispute before Ministry of Labour, Government of India wherein the conciliation was not arrived at. Hence, the conciliation officer referred this dispute to this Court for adjudication. At last, Second Party submits that reference be allowed as prayed for.

4. The First Party by his written statement at Exh. 13, resisted the claim of Second Party. According to him, the contents of statement of claim are false and baseless, therefore, the demand of Second Party be rejected. The Second Party was appointed as a peon in Daund Branch. He was in habit of remaining absent without intimation and prior permission unauthorisedly. He was remained absent for 124 days in 1993-94 and punishment was awarded to censured on 7-6-96. At that time, Second Party assured that he will not repeat any such misconduct in future.

5. Despite above punishment and assurance, the Second Party continued to remain absent without intimation unauthorisedly for 75 days in 1994, 103 days in 1995 and 161 days in 1996. Total 339 days. Therefore, he was issued notice on 28-8-96 and 11-10-96 asking him to report on duty. The Second Party neither replied the notice nor reported on duty. Thereafter, he was issued show-cause notice dated 3-1-97 but again he was not replied the notice. Because of unauthorised absence of the Second Party, the Bank had to run with less staff and adversely affecting efficiency of the Bank. The First Party, therefore, have no alternative but to issue chargesheet dated 12-3-1997 and started departmental enquiry.

6. In enquiry, the principles of natural justice were followed. The Second Party participated in the enquiry. The Enquiry Officer offered an opportunity to the Second Party to defend himself. In the enquiry, the Second Party admitted documents and also accepted the charge of misconduct levelled against him.

7. Concluding enquiry, the Enquiry Officer gave his findings in which he held the Second Party guilty. The findings of Enquiry Officer therefore, based upon the evidence oral as well as documentary placed before him. After receipt of the findings of the Enquiry Officer the Second Party has not made any comments on it. By show-cause notice dated 25-7-1997 he was informed the punishment of removed from services. He was informed to appear for personal hearing. In the personal hearing before disciplinary authority, the Second Party only stated that he would not take leave without pay in future. Based on it and after considering the past record, he was awarded the punishment of removing from services from 14-8-1997 which

cannot be said to be punishment of shockingly disproportionate. In this way, there is no substance in the reference and hence it be answered in the negative.

8. From the rival pleadings of the parties above, the issues has been framed at Exh. 12. The issues are as under. I recorded my findings towards them with reasons to follow:

ISSUES	FINDINGS
1. Does Second Party proves that enquiry conducted by the First Party on alleged misconduct is not legal, fair and proper?	Does not survive.
2. Does he proves that his termination w.e.f. 14-8-97 is illegal?	Affirmative
3. Whether misconduct as alleged has been proved by First Party with evidence before Enquiry Officer or before the Court?	Affirmative
4. What relief Second Party is entitled to get?	Reinstatement with Continuity of service only.
5. What Award?	As given below.

REASONS

9. Heard learned counsel of the Second Party Shri Dixit and learned counsel of the First Party Shri Kasbekar orally as well as written notes of argument at Exh. 50.

10. In order to prove its case, the Second Party got examined himself at Exh. 46. The First Party declined to lead oral evidence by purshis Exh. 49. However, he filed certain documents on record vide list Exh.14 including enquiry proceedings.

ISSUE NO. 1:

11. This Issue has been decided by the Court on merit without touching as to whether the findings of the Enquiry Officer are perverse and whether the Enquiry Officer considered all the material evidence oral as well as documentary while recording its findings and thereafter, declared the enquiry legal, fair and proper by order dated 7-12-2006 vide Exh. 45. Thus, at this stage, this Issue does not survive.

ISSUE NOS. 2 AND 3:

12. It is well settled law that the fact admitted need not be proved by any other oral or documentary evidence. In the enquiry, the Second Party categorically admitted the misconduct alleged in the chargesheet. He further admitted the alleged misconduct vide document Exh. 41 and 42 and assured that he will not take without pay leave in future. If this is the fact then allowing or not allowing the leave application by the management by putting endorsement

on it does not adversely effect the case of First Party. Even if we carefully gone through these applications it appears that all these leave applications has been submitted by Second Party after availing the leave and at the time of reporting on duty. The Enquiry Officer considered this aspect and recorded his finding by holding Second Party guilty. This finding of Enquiry Officer could not be said perverse, but is based upon oral and documentary evidence before him.

13. Now the question only remain as to whether punishment is proportionate and about back wages. Admittedly, the Second Party was remained unauthorisedly absent for 339 days during June 1994 to December 1996. As per charge No. 1 of the chargesheet, because of unauthorised absence of 339 days, the Second Party has committed minor misconduct u/s. 19.7 (a) and (b) of Bipartite Settlement amended from time to time. The Bipartite Settlement provides the punishment for minor misconduct under clause 19.8 of the said settlement such as (a) warned or censured, (b) adverse remark (c) stoppage of increment for not longer than six months. Though the charge No. 1 has been proved, the punishment of removal from the services is unwarranted or shockingly disproportionate as well as contravened of the provisions of Section 19.8 of Bipartite Settlement.

14. So far as charge No. 2 is concerned, the period of absenteeism as stated in charge No. 1 also included in charge No. 2 and the management has treated absence of Second Party as unauthorised and hence on loss of pay. This appears from the endorsement put by the management on document Exh. 33. It means for unauthorised absenteeism for 339 days, the punishment of loss of pay is already been awarded to the Second Party.

15. According to me, once the punishment imposed on committing alleged misconduct, another punishment for the same misconduct could not be awarded. If awarded it amounts to double jeopardy which is not permissible under the eyes of law. In charge No. 2 itself, it has been contended that by remaining unauthorised absence for more than 30 days, the Second Party has committed gross misconduct in para 9.5(p) of Bipartite Settlement.

16. Now let us see the contents of para 19.5 of Bipartite Settlement. After carefully gone through this para, the sub-clause (p) is not embodied in Bipartite Settlement. Hence, it is hard to believe that Second Party has committed gross misconduct as alleged. Thus, in my view charge No. 2 as per chargesheet dt. 12-3-97 has amounted to defective charge. Once the charge is defective, which is not based upon the Law laid down, then even charge proved the punishment of dismissal amounts to shockingly disproportionate.

17. No doubt that once the employer has evoked the managerial power under Model Standing Order and awarded punishment of dismissal, such an action cannot be interfered unless it is found to be contrary with the

settled position of law. This has been observed by the Hon'ble Bombay High Court in the case of Siemens Limited v/s. Babulal Ramlal Walmiki reported in 2005 III CLR 675 (BOM HC). However, with due respect the ratio laid down in the cited ruling is not applicable to the present case because of the differs of facts and circumstances of the cited ruling and case in hand.

18. It is further fact that after termination, the Second Party preferred an appeal and the Appellate Authority also dismissed the appeal by confirming the order of disciplinary authority. However, in the present case as I earlier stated that when charge No. 1 is for minor misconduct, the punishment of dismissal is disproportionate and when charge No. 2 is defective which is contrary to the Bipartite Settlement, then again the punishment of dismissal in this charge has amounted to shockingly disproportionate. However, the fact remain that Second Party remained unauthorisedly absent for 339 days from 1994 to 1996 and therefore, some punishment must be awarded to him, so that other employee must take lesson from him.

19. Considering the facts and circumstances of the present case, his longstanding service and even if the alleged misconduct proved in enquiry, I find that punishment of denial of back wages would be sufficient to meet the ends of justice instead of removing from the services. I therefore, answer Issue No. 2 and 3 in the affirmative

ISSUE NO.4:

20. In view of my findings towards above, the Second Party has partly succeeded in his case and therefore, I answer this Issue accordingly and pass following order :

ORDER

1. The reference is partly allowed.
2. It is hereby held and declared that termination of Second Party w.e.f. 14-8-97 is illegal.
3. The First Party do reinstate Second Party on his original post with continuity of service.
4. The prayer of back wages stands rejected.
5. No costs.

Place : Pune

Date : 18-4-2007

G.S. WANKHEDE, Presiding Officer

नई दिल्ली, 4 जून, 2007

क्र.आ. 1879.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार इण्डियन बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय सेनई के पंचाट (संदर्भ संख्या 119/2005) को प्रकटित करती है, जो केन्द्रीय सरकार को 01-06-2007 को प्राप्त हुआ था।

[सं एल-12012/109/2005-आई.आर. (बी-11)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 4th June, 2007

S.O. 1879.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 119/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Indian Bank and their workmen, received by the Central Government on 1-6-2007.

[No. L-12012/109/2005-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 27th April, 2007

Present :

K. Jayaraman, Presiding Officer

Industrial Dispute No. 119/2005

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their workmen]

Between

Sri A. Muthu

I Party/Petitioner

AND

The Zonal Manager,
Indian Bank,
Vellore

II Party/Management

Appearances :

For the Petitioner : M/s. K. M. Ramesh, Advocates

For the Management : M/s. T. S. Gopalan and Co.
Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-12012/109/2005-IR (B-II) dated 7-11-2005 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :—

“Whether the punishment of awarding compulsory retirement on Shri Muthu, Agri. Assistant by the management of Indian Bank is justified or not? If not, to what relief he is entitled to?”

2. After the receipt of the reference, it was taken on file as I.D. No. 119/2005 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner joined the Respondent Bank on 16-4-1968 as sub-staff in Teynampet branch, Chennai and

subsequently, he was promoted as clerk/shroff on 14-4-80. Thereafter, at his request he got transferred to Cheyyar branch. While he was working as agricultural assistant in Cheyyar branch, a charge sheet was issued by Respondent/Management on 23-6-2000 wherein it was alleged that he had advised one Mr. B. Babu to apply for a loan under SUME by giving him the SUME application during March, 1996 and it was subsequently received by Cheyyar branch duly forwarded by Thiruvathipuram municipality as per arrangement he made with them. After execution of loan documents on 17-3-97 by Sri A. Babu the borrower the loan was sanctioned for Rs. 10,000 to him for cut piece cloth retail sales business. Cheyyar branch issued a banker's cheque in favour of M/s. Kamakshi Silk House, Cheyyar as per quotation dated 12-3-97 for supply of cloth to Sri Babu. It was further alleged that the Petitioner has personally collected the cheque from Cheyyar branch without the knowledge of Sri Babu and delivered the cheque to the supplier of cut piece cloth M/s. Kamakshi Silk House, Cheyyar. But, during the investigation conducted, proprietor of M/s. Kamakshi Silk House informed that Sri Babu had not approached for receiving quotation and not handed over the banker's pay order for supplying of cloth. Further, he stated in his letter dated 23-10-99 that the cheque dated 17-3-97 was deposited by him for collection through Union Bank of India, Anakkavoor and the proceeds were credited in his account and the cash amounting to Rs. 9700 was given in his presence after (deducting Rs. 300 to then Branch Manager. It was alleged that the loan component had not reached Mr. Babu, the borrower and Mr. Babu denied that he obtained the loan proceeds at Cheyyar branch and on account of the above, Mr. Babu could not create any asset for the loan sanctioned to him. An enquiry was ordered to be conducted against this charge. The Enquiry Officer right from the beginning of the enquiry showed his personal interest in this case and went out of the way to help the prosecution. He has acted more as a prosecutor than as the Enquiry Officer. The Enquiry Officer is neither fair nor proper and the same is vitiated with serious and grievous illegalities and irregularities. After following the formalities, the Disciplinary Authority by his order dated 18-6-2003 imposed the punishment of compulsory retirement against the Petitioner. The Petitioner preferred an appeal but the Appellate Authority without properly applying his mind and without considering the appeal of workman in a proper perspective rejected the appeal. Therefore, the action of the Respondent/Management in imposing the punishment of compulsory retirement is illegal and unjustified and is also a case of victimisation and unfair labour practice. It is palpably false and untrue to say that the Petitioner has got loan proceedings from the vendor of M/s. Kamakshi Silk House. This vital aspect has been completely eschewed out of consideration by Enquiry Officer. The conduct of Enquiry Officer is thoroughly biased and prejudiced. The findings of the Enquiry Officer is perverse and bad in law

and he has deliberately did not appreciate the evidence available on record in a manner known to law. The Enquiry Officer have placed the burden of proof on the shoulders of the Petitioner. Further, the Respondent/Management had not examined the said vendor Mr. Anbazhagan and non-examination of the vendor in the enquiry is fatal to the prosecution. The whole approach of Enquiry Officer exposes his biased and committed mind. The Disciplinary Authority and Appellate Authority without any application of mind mechanically affirmed the findings of Enquiry Officer and hence, the orders of punishment suffers from the vice of arbitrariness and non-application of mind. Any how, this Tribunal has got ample powers under Section 11A of the I.D. Act to re-appreciate the entire evidence on record and come to an independent conclusion. Therefore the Petitioner prays this Tribunal to hold that the punishment of compulsory retirement is illegal and unjustified and to pass an award directing the Respondent to reinstate the Petitioner into service with continuity of service with all attendant and consequential benefits.

4. As against this, the Respondent in its Counter Statement contended that from the reference, this Tribunal to consider only as to whether, the punishment awarded is justified or, not i.e. propriety of the punishment. Any how, during the year 1996-97 the Petitioner while he was working as an agricultural assistant in Cheyyar branch, the Regional Manager of Respondent/Bank at Thiruvannamalai received a complaint dated 7-4-97 from one Mr. Babu complaining that he had applied for loan from Cheyyar branch and though the loan was sanctioned, he did not receive the loan proceeds, the Petitioner was delaying the payment of disbursement of loan and that therefore, necessary steps may be taken for disbursement of loan. When the matter was investigated only on persuasion of the Petitioner, Mr. Babu was made to apply for loan and it was the Petitioner who had taken all the steps to get loan documents from Babu, that the loan was sanctioned for Rs.10,000 and disbursed by way of cheque dated 17-3-97 in favour of M/s. Kamakshi Silk House and it was the Petitioner who obtained a proforma invoice from M/s. Kamakshi Silk House that when the officials of the bank contacted the proprietor of M/s. Kamakshi Silk House, he informed the officials that he had not seen the borrower and it was the Petitioner who was taking all steps that after encashing the cheque he paid the money to the Petitioner. Therefore, the charge sheet was issued to the Petitioner calling for explanation. Since it was not satisfactory, he was asked, to appear for enquiry. The Petitioner participated in the departmental enquiry with defence representative of his choice. On 15-7-2002 the Enquiry Officer gave his report holding the charges framed against the Petitioner were proved. After following the formalities, the Disciplinary Authority concurred with the findings of the Enquiry Officer and tentatively decided to impose the punishment of compulsory retirement and he passed orders on 18-6-2003

imposing the punishment of compulsory retirement. Even though the Petitioner preferred an appeal, the appeal was rejected on 2-11-2004. The punishment of compulsory retirement is fully justified. The Petitioner by his intervention made it possible that the loan which was sanctioned by bank did not reach the borrower. There is no reason to believe that the findings of Enquiry Officer are perverse and the Petitioner was not given proper opportunity to put forth his defence effectively. There is no violation of principles of natural justice. The banker's cheque in favour of M/s. Kamakshi Silk House was collected by Petitioner and not by borrower and the borrower neither received the loan amount nor the goods were supplied to borrower from the vendor. The Petitioner was responsible for the loan amount not being paid to borrower Mr. Babu and there is ample evidence to support that the Petitioner was responsible for the borrower not receiving the loan amount. The Disciplinary Authority accepted the findings of the Enquiry Officer after due consideration and application of mind. The Appellate Authority also after due application of mind disposed of the same in accordance with law. Under such circumstances, the punishment of compulsory retirement cannot be said to be perverse or to be severe or harsh or excessive having regard to the charge proved against the Petitioner specially when he has totally failed to maintain a absolute integrity and honesty in discharging his duties as bank employee. Hence, for all these reasons, the Respondent prays to dismiss the claim of the Petitioner with costs.

5. In these circumstances, the points for my consideration are—

- (i) "Whether the punishment awarded by the Respondent/ Management on the Petitioner is justified or not ?
- (ii) "To what relief the Petitioner is entitled ?"

Point No.1 :

6. In this case, the Petitioner who was working as agricultural assistant in Cheyyar branch was imposed with the punishment of compulsory retirement and the Petitioner raised the dispute for reinstatement with consequential relief. In this case, the Petitioner filed documents Ex. W1 to W21 and the Respondent has filed Ex. M1 to M23. Both sides have not examined any witnesses.

7. Learned counsel for the Petitioner contended that though the enquiry was ordered against the Petitioner on the charge framed against him, the Enquiry Officer appointed in this case has acted more as prosecutor than as Enquiry Officer and his conduct was neither fair nor proper and it vitiated with serious and grievous illegalities and irregularities. Though it is alleged that the Petitioner is responsible and he got the loan proceeds from the vendor M/s. Kamakshi Silk House, this allegation is palpably false and untrue. Since the proprietor of M/s. Kamakshi Silk House has admitted in his own handwriting that the same

amount was paid to then Branch Manager Mr. Saranathan MW3 in the presence of Petitioner. Without considering this statement of Mr. Anbalagan namely vendor of M/s. Kamakshi Silk House the Enquiry Officer has closed his eyes with regard to this fact and had come to the conclusion that the charge framed against the Petitioner has been proved. This conduct of Enquiry Officer is thoroughly biased and prejudiced. Further, right from the beginning the Enquiry Officer showed his personal interest in the case and went out of way to help the prosecution. Instead of acting as an impartial person, he exposed his personal bias and prejudice against the Petitioner. Whenever the Petitioner made any request for production of documents or raised any objection, the Enquiry Officer rejected them without any valid reason or justification. Thus, he has acted as more Prosecutor than as Enquiry Officer and the entire enquiry is vitiated by irregularities. When the Petitioner asked for production of documents namely repayment of loan amount, the Enquiry Officer has given a ruling to the effect that repayment of loan is not forming part of the charge sheet and hence the request of defence representative for production of documents relating to repayment is not acceptable, which is clearly illegal and it shows that the Enquiry Officer is biased and prejudiced. Further, the findings of the Enquiry Officer is perverse and bad in law as he did not appreciate the evidence in a manner known to law. He has not stated with clear words that the Petitioner is the recipient of the money and there is no definite conclusion by the Enquiry Officer on the crucial aspect of receipt of money. Thus, the report of Enquiry Officer is evasive. Further, he placed the burden of proof on the shoulder's of Petitioner. It is clear from the record that the Enquiry Officer has taken sides with prosecution when he stated that Petitioner has to produce the vendor as his defence witness to prove his innocence and he failed to note when the prosecution relies on the alleged statement made by Vendor Mr. Anbalagan to investigation official. In all fairness the said Mr. Anbalagan ought to have produced in enquiry especially when the said person has given a letter stating that the amount was paid to Mr. Saranathan, then Branch Manager in the presence of Petitioner. But the non-examination of this witness Mr. Anbalagan is fatal to the prosecution. Had the said Anbalagan was produced in the enquiry, the Petitioner would have the opportunity to elicit from him whether he had made any such statement during his investigation namely MW4. Without placing any reliance on this aspect, the Enquiry Officer has stated that the Petitioner has not produced the vendor as defence witness to prove his innocence. This clearly shows his perversity. Therefore, the enquiry report is vitiated from irregularities and illegalities. Therefore, the learned counsel for the Petitioner prays that the enquiry report as well as the imposition of punishment on the Petitioner are to be set aside.

8. As against this, learned counsel for the Respondent contended that in the enquiry, it is clearly established the

borrower namely Mr. Babu did not receive the loan proceeds and the Petitioner who was delaying payment of disbursement of loan and it was the Petitioner who had obtained the proforma invoice from M/s. Kamakshi Silk House and it was also elicited from M/s. Kamakshi Silk House that the vendor has not seen the borrower and it was the Petitioner who was taking all steps that after encashing the cheque, he paid the money to the Petitioner. In the enquiry, the borrower namely Sri Babu was examined as a witness and he has clearly stated that he has no knowledge about the status of loan and on the previous day, the Petitioner told that he repaid the loan and he need not attend the enquiry. The Enquiry Officer has clearly stated in his report that it was the Petitioner who advised the borrower to apply for loan under SUME scheme and it was the Petitioner who gave SUME application to Mr. Babu in March, 1996 and it was the Petitioner who received the banker's cheque for Rs. 10,000 and it was the Petitioner who received the quotation for supply of cloth. Thus, the Petitioner had personally collected the cheque from Cheyyar branch without the knowledge of the borrower and delivered it to the supplier namely M/s. Kamakshi Silk House and thus the charge framed against the Petitioner is conclusively proved and it cannot be said that the imposition of compulsory retirement awarded on the Petitioner is perverse or excessive. Learned counsel for the Respondent further contended that the findings of the Enquiry Officer and imposition of punishment can be stated as perverse only if it is satisfied the two fold tests namely:—

- (i) that the finding is not supported by any legal evidence at all; and
- (ii) that on the basis of the material on record, no reasonable man could have arrived at the finding complained of.

Further, the learned counsel for the Respondent contended that the difference between the finding which is not supported by legal evidence and the finding which may appear to be not supported by sufficient evidence or may be based on inadequate or unsatisfactory evidence. A wrong finding is not necessarily a perverse finding and a finding cannot be described to be perverse merely because it is possible to take a different view on the evidence, nor can a finding be called perverse, because in certain matters the line of reasoning adopted by Enquiry Officer is not very cogent or logical. But, in this case, the Enquiry Officer has given a valid reason for not accepting the contention of the Petitioner. Under such circumstances, it cannot be said that the findings of the Enquiry Officer is perverse or without any legal evidence and the punishment of compulsory retirement awarded on the Petitioner is fully justified and it cannot be interfered with for all or any of the reasons urged by the Petitioner.

9. Learned counsel for the Respondent further contended that in this case, it is clearly established by

evidence that it is the Petitioner who has received the banker's cheque from the Respondent/Bank and it is the Petitioner who without the knowledge of the borrower has given it to the vendor namely M/s. Kamakshi Silk House and obtained the amount. No doubt, the vendor has given a letter, but not accepting the said letter, the Enquiry Officer has stated that the reason for not accepting the same. Under such circumstances, it cannot be said that the finding given by the Enquiry Officer and the conclusion arrived at by the Enquiry Officer are not supported by any legal evidence or evidence is entirely opposed to the whole body of the evidence adduced before him. Under such circumstances, the punishment of compulsory retirement imposed on the Petitioner cannot be said to be severe or harsh or excessive. Having regard to the charge proved against the Petitioner and when he has totally failed to maintain integrity in discharging the duties as a bank employee, it cannot be said that the compulsory retirement is harsh or excessive. Learned counsel for the Respondent further contended that in a banking business, absolute devotion, diligence, integrity and honesty have to be preserved by every bank employee, otherwise the confidence of public would be impaired. In this case, the charge framed against the Petitioner is very serious in nature and the acts of misconduct committed by the Petitioner are unbecoming of an employee of financial lending institution like the Respondent/Bank and therefore, it cannot be said that the imposition of punishment namely compulsory retirement is excessive or harsh. He further argued that the Supreme Court and High Courts have held that in a case of financial irregularities, there cannot be a punishment other than the punishment of dismissal of workman as the bank has lost faith or confidence in the workman. In this case, the Respondent/Bank since lost the faith in the Petitioner, he was imposed with the punishment of compulsory retirement. Under such circumstances, this Tribunal cannot interfere with the imposition of punishment, which is fully justified.

10. I find much force in the contention of the learned counsel for the Respondent because in this case, the charge framed against the Petitioner is the Petitioner who was responsible for not receiving loan components by the borrower Mr. Bauu and Mr. Babu could not create any asset for the loan sanctioned to him, which charge has been clearly established from the evidence adduced on the side of the management and because the reason stated by the Enquiry Officer is not acceptable to the Petitioner, it cannot be said that the finding is perverse and therefore, I find this point against the Petitioner.

Point No. 2 :

The next point to be decided in this case is to what relief the Petitioner is entitled?

11. In view of my foregoing findings, I find the Petitioner is not entitled to any relief as prayed for. No Costs.

12. Thus, the reference is answered accordingly. Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me, in the open court on this day the 27th April, 2007.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

On either side None

Documents Marked :

For the 1 Party/Petitioner :

Ex.No.	Date	Description
W1	11-08-97	Xerox copy of the show cause notice issued to Petitioner
W2	12-04-99	Xerox copy of the reply given by Petitioner
W3	23-06-00	Xerox copy of the intimation to Petitioner regarding Appointment of Enquiry Officer
W4	04-07-01	Xerox copy of the letter from Personnel Dept. D.P. Cell To Petitioner
W5	17-07-01	Xerox copy of the letter from Personnel Dept. D.P. Cell To Petitioner
W6	17-07-01	Xerox copy of the reply given by Petitioner
W7	25-07-01	Xerox copy of the reply given by Petitioner
W8	03-08-01	Xerox copy of the intimation letter by Petitioner to Respondent.
W9	08-09-01	Xerox copy of the reply by Petitioner to Respondent.
W10	05-01-02	Xerox copy of the letter from Respondent seeking Explanation from Petitioner
W11	19-01-02	Xerox copy of the letter submission made by Petitioner to Respondent
W12	25-02-02	Xerox copy of the letter from Petitioner to Respondent Enclosing defence summing up
W13	19-08-02	Xerox copy of the defence summing up statement of Petitioner
W14	29-07-02	Xerox copy of the letter enclosing finding of Enquiry Officer sent to the Petitioner
W15	15-07-02	Xerox copy of the findings of Enquiry Officer
W16	16-11-02	Xerox copy of the show cause notice sent to Petitioner
W17	12-12-02	Xerox copy of the reply to show cause notice
W18	18-06-03	Xerox copy of the order imposing punishment of compulsory retirement on the Petitioner
W19	26-07-03	Xerox copy of the appeal preferred by Petitioner
W20	03-11-04	Xerox copy of the letter intimating with enclosure of Order dated 2-11-04 passed by Appellate Authority

W21	08-01-05	Xerox copy of the 2A petition filed by Petitioner Before Assistant Labour Commissioner (Central)
For the II Party/Management:—		
Ex.No.	Date	Description
M1	23-06-00	Xerox copy of the chargesheet issued to Petitioner
M2	21-01-02	Xerox copy of the enquiry proceedings
M3	09-06-97	Xerox copy of the visit report of Mr. Rangarajan
M4	07-04-97	Xerox copy of the complaint of 1990
M5	17-03-97	Xerox copy of the loan document executed by Babu
M6	23-10-99	Xerox copy of the letter of Mr. Anbalagan to Respondent/Bank
M7	29-10-99	Xerox copy of the inter office memo from cheyyar branch To ZO
M8	24-10-97	Xerox copy of the letter from Assistant Manager To Zonal Manager
M9	04-02-02	Xerox copy of the summing up statement of P.O.
M10	25-02-02	Xerox copy of the summing up statement of D.R.
M11	15-07-02	Xerox copy of the findings of Unquity Officer
M12	29-07-02	Xerox copy of the letter from Disciplinary Authority To Petitioner calling for comments
M13	20-08-02	Xerox copy of the letter from Respondent to Petitioner
M14	19-08-02	Xerox copy of the reply given by Petitioner
M15	16-11-02	Xerox copy of the 2nd show cause notice to Petitioner
M16	07-12-02	Xerox copy of the letter from Respondent to Petitioner to submit his reply
M17	05-12-02	Xerox copy of the letter from Petitioner to Respondent Requesting for 15 days time.
M18	12-12-02	Xerox copy of the reply of Petitioner to 2nd show cause Notice
M19	31-05-03	Xerox copy of the letter from Respondent offering 'Personal hearing
M20	10-06-03	Xerox copy of the proceedings of personal hearing
M21	18-06-03	Xerox copy of the order of Disciplinary Authority
M22	26-07-03	Xerox copy of the appeal preferred by Petitioner
M23	03-11-04	Xerox copy of the letter from Respondent enclosing Order of Appellate Authority dated 2-11-04

नई दिल्ली, 4 जून, 2007

क्र.आ. 1880.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बैनर्ड के पंचाट (संदर्भ संख्या 5/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-06-2007 को प्राप्त हुआ था।

[सं एल- 12012/129/2005-आई.आर.(बी-II)]

राजिन्दर कुमार, डेस्क अधिकारी

New Delhi: the 4th June, 2007

S.O. 1880.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5/2006) of the Central Government Industrial Tribunal-cum-Labour Court Chennai as shown in the Annexure in the Industrial Dispute between the management of Indian Bank and their workmen, received by the Central Government on 01-06-2007.

[No. L-12012/129/2005-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 25th April, 2007

Present : K. JAYARAMAN,
Presiding Officer

Industrial Dispute No. 5/2006

(In the matter of dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their workmen)

BETWEEN

Sri P. Sadasivam : I Party/Petitioner

AND

The Circle Head/Disciplinary Authority,
Indian Bank, Circle Office,
Dharmapuri..

: II Party/Management

Appearances:

For the Petitioner : M/s. K. M. Ramesh, Advocate

For the Management : M/s. T. S. Gopalan and Co.,
Advocates.

AWARD

The Central Government, Ministry of Labour vide Order No. L-12012/129/2005-IRB (B-II) dated 06-02-2006 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows : --

"Whether the management of Indian Bank is justified in imposing the punishment of compulsory retirement upon Shri P. Sadasivam, Clerk/Shroff of Royakottah Branch? If not, to what relief the workman is entitled to?"

2. After the receipt of the reference, it was taken on file as I.D. No. 5/2006 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner joined the services of Respondent/Bank as a sub-staff in the year 1981 and subsequently, he was promoted as a clerk/shroff in the year 1996 and posted to work in Bargur branch. Subsequently, he was transferred to Royakottah branch in 2003. While so, show cause notice was issued to him on 27-8-2001 wherein, it was alleged that while he was working as cashier in Bargur branch he had received a cash remittance of Rs. 6467 on 10-1-2000 made by M/s. Suguna, representative of M/s. Annai Mahalir Mandram for the credit of M/s. Annai Mahalir Mandram S.B. No. 10286/04 with cash filled challan for Rs. 5467 and he did not return the excess cash of Rs. 1000 to the party or the Branch Manager. It was further alleged that the said M/s. Annai Mahalir Mandram lodged a complaint to the Branch Manager on 9-8-2000 as well as Regional Office. Hence the Petitioner was called upon to submit his explanation as to why disciplinary action should not be taken against him. Though the Petitioner submitted his explanation denying the allegations made against him, the Respondent/Bank issued a chargesheet dated 18-1-2002. In the enquiry, the Respondent/Bank examined two witnesses and marked 9 documents. The Petitioner examined two witnesses and also marked 8 documents. Subsequently, the Respondent/Management by its letter dated 20-2-2004 proposed the punishment of dismissal without notice as per clause 6(a) of Bipartite Settlement dated 10-4-2002 and after following the procedure, the Respondent imposed the punishment of compulsory retirement on the Petitioner with superannuation benefits. Though the Petitioner preferred an appeal, the Appellate Authority has dismissed the same without applying its mind. The punishment of compulsory retirement is illegal, unjustified and is also a case of victimisation and unfair labour practice. The Petitioner has been made as a scapegoat for no fault of his. The Petitioner has not committed any misconduct warranting initiation of disciplinary proceedings against him. The alleged complaint given by M/s. Annai Mahalir Mandram is, false, baseless and unfounded. The evidence of MW1 and MW2 is so unnatural, unrealistic and unbelievable and the Enquiry Officer ought to have rejected their evidence as untrustworthy and unbelievable. But on the other hand, he has come to a conclusion that the charges framed against

the Petitioner have been proved. Therefore, the findings, of the Enquiry Officer are not based on evidence available on record and it is perverse and bad in law and no reasonable man would ever come to such conclusion. He has not considered the evidence of WW1 and WW2 which shows his biased and closed mind. He has arrived at the conclusion on assumption and presumption and surmises and conjectures. The Appellate Authority has also not considered all these things and hence the order of Appellate Authority suffers from the vice of non-application of mind. Any how, this Tribunal has got ample power under Section 11A of the I.D. Act to re-appreciate the entire evidence on record and come to an independent conclusion. Hence, the Petitioner prays this Tribunal to hold that the action of the Respondent/Management in imposing the punishment of compulsory retirement as illegal and to pass an award to reinstate him into service with all attendant benefits.

4. As against this, the Respondent in its Counter Statement contended that no doubt, the Petitioner was working in Bargur branch, a rural branch of Respondent/Bank and subsequently, transferred to Royakottah at his request. But, the Petitioner with a misconduct of misappropriating a sum of Rs. 1000 given on 10-1-2000 by S.B. Account holder M/s. Annai Mahalir Mandram, a self-help group of Respondent/Bank and in a departmental enquiry, the charges levelled against the Petitioner were proved and he was awarded with the punishment of compulsory retirement. In the reference, it is mentioned whether the Respondent was justified in awarding the punishment of compulsory retirement? Therefore, this Tribunal can only look into the propriety of the punishment and it is not permissible for the Petitioner invite this Tribunal to go into the question whether the enquiry held into the charges was fair and proper and whether he is guilty of charges. All the staff of the Respondent/Bank are required to maintain a high level of integrity and honesty. If there is any shortage or excess in cash handled by cashier on any day, the same should be brought to the notice of the Manager at the end of the day. If there was any excess cash, it will be credited to sundry deposit account and if there is any shortage, it will be debited to sundry receivable account. In this case, even though the Petitioner has received excess amount, he has not credited the same into sundry deposit account nor informed the same to higher officers and in the denomination, it is mentioned that the amount remitted to the tune of Rs. 6467 but by mistake it was written as Rs. 5467 both in figures and words on the face of pay in slip. Thus, the Petitioner has misappropriated the cash and after the complaint was lodged by M/s. Annai Mahalir Mandram, the Petitioner made good the loss and approached the M/s. Annai Mahalir Mandram through Chairman of Kingsley, community centre and obtained a letter from M/s. Annai Mahalir Mandram withdrawing the complaint. Subsequently also the Petitioner had indulged in similar malpractice only then the Respondent/Bank

initiated disciplinary action against him. The enquiry was conducted in a fair and proper manner and full opportunity was given to him. The findings of the Enquiry Officer was based on acceptable and permissible evidence led in the enquiry and it was supported by adequate evidence and the punishment was fully justified. There was no reason why M/s. Annai Mahalir Mandram should make a false complaint against the Petitioner. The fact that the concerned authorities noticed the fraud belatedly does not help the Petitioner to contend that the punishment should be reduced. Since the Petitioner had made good the loss to the M/s. Annai Mahalir Mandram they have withdrawn the complaint, therefore, it does not lie in the mouth of the Petitioner to say the alleged transaction did not take place at all. The evidence given by Smt. Suguna and Parameshwaran was cogent, convincing, adequate and reliable and there was no reason why their evidences should be rejected. The Disciplinary Authority and Appellate Authority have applied their mind while passing orders. Since the charges are serious in nature, the Petitioner being a staff member of a public financial institution and being a cashier in rural branch, ought not to have attempted to commit such a fraud on the womenfolk's account. The gravity of the offence must necessarily be measured with the nature of offence. To instil the confidence of banking public in the establishment, the only appropriate punishment in such cases is dismissal. But, the Respondent/Bank imposed only compulsory retirement and it implies no stigma. The Respondent/Bank has lost confidence in the Petitioner and there is no room for misplaced sympathy on an undeserved person. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are—

(i) "Whether the Respondent/Management is justified in imposing the punishment of compulsory retirement upon the Petitioner?"

(ii) "To what relief the Petitioner is entitled?"

Point No. 1:—

6. In this case, the Petitioner marked 15 documents and the Respondent marked 15 documents and both sides have not adduced any oral evidence with regard to their claim.

7. Learned counsel for the Petitioner contended that the Petitioner has not committed any misconduct warranting initiation of disciplinary proceedings against him and the so called complaint of M/s. Annai Mahalir Mandram is false, baseless and unfounded and only because of that they have withdrawn the complaint and since the alleged complaint made by M/s. Annai Mahalir Mandram was withdrawn, there cannot be any reason to proceed against the Petitioner. Even assuming that the Respondent/Bank had enquired into the matter, the

evidence given by the two witnesses namely Mrs. Suguna, representative of M/s. Annai Mahalir Mandram and Mr. Parameshwaran are unnatural, unrealistic and unbelievable and the so called complaint of M/s. Annai Mahalir Mandram is very belated and no prudent man of any standard would ever lodge a complaint of excess cash payment after such a long lapse of time namely after eight months. Therefore, the Enquiry Officer should have rejected the very complaint on the ground of laches and as an afterthought. But on the other hand, he relied on the evidence given by two witnesses namely Mrs. Suguna and Mr. Parameshwaran and has come to perverse conclusion that the charges framed against the Petitioner were proved. The evidence given by two witnesses are untrustworthy and unbelievable and they have not given any valid reason for highly bleated complaint. Further, the reason given for withdrawing the complaint is not at all an acceptable one and there is no proof for the same. Under such circumstances, based on the evidence, the findings given by the Enquiry Officer is perverse and bad in law as such, the findings of the Enquiry Officer are not based on evidence available on record and no reasonable man would ever come to such a conclusion and the findings given by Enquiry Officer is perverse and it cannot be relied upon. Furthermore, the Enquiry Officer has not considered the evidence adduced by WW 1 and WW 2, which shows his biased and closed mind and he has arrived at the conclusion only on assumption and presumption. The Disciplinary Authority and Appellate Authority have not considered the submissions made by the Petitioner and they have not appreciated the evidence on record and hence their findings are suffers from the vice of non-application of mind. Both authorities must have come to the conclusion that the alleged charges have not proved in a manner known to law. The authorities have mechanically affirmed the findings of the Enquiry Officer and therefore, the findings suffers from the vice of arbitrariness and non-application of mind. There is no proof that they have paid excess amount of Rs. 1000 on that day and hence, it cannot be said that the Petitioner has misappropriate the amount and the reason that the Petitioner had made good the loss is a false story which has no relevance for the facts of this case and there is no proof to establish this fact. Under such circumstances, the Tribunal has to come to a conclusion that the findings given by the Enquiry Officer and the punishment imposed by the authorities are perverse and without any reason.

8. But, as against this, the learned counsel for the Respondent contended that from document Ex. M2, which is a copy of the M/s. Annai Mahalir Mandram challan with denomination details, it is clearly mentioned that the amount paid through that challan is only Rs. 6467 and not Rs. 5467. The Petitioner had received the excess cash of Rs. 1000 on 10-1-2000 and not reported the same to the Branch Manager and he has misappropriated the said amount. Only on 9-8-2000 when M/s. Annai Mahalir Mandram gave a

complaint to Branch Manager about Rs. 1000 not being given credit, the fraud committed by the Petitioner came to light and after the receipt of the complaint the Petitioner made good the loss and approached the Chairman of Kingsley community centre and obtained a letter from M/s. Annai Mahalir Madram withdrawing the complaint and the evidence given by Mrs. Suguna, who had remitted the amount to the bank and Mr. Parameshwaran who was the master of the self-help group clearly establish that the Petitioner has approached the Kingsley community centre and paid the amount due to M/s. Annai Mahalir Mandram and only because of that they have withdrawn their complaint. There is no reason given by the Petitioner what is the motive for giving complaint against the Petitioner by M/s. Annai Mahalir Mandram. When the representative of M/s. Annai Mahalir Mandram stated that only after the amount has been received by M/s. Annai Mahalir Mandram through the Petitioner, they have withdrawn the complaint, no valid suggestion was given by the Petitioner to disprove this fact. Under such circumstances, it is clearly established that the Petitioner has misappropriated Rs. 1000 belonging to account holder and he has repaid the amount only after the complaint made by account holder. Such circumstances, clinchingly prove the misconduct committed by the Petitioner. It is no matter that the amount has been fully paid by the Petitioner and because of that no enquiry should be conducted against the Petitioner. It is clearly established in the enquiry that misappropriation has been taken place and it is only the Petitioner who has misappropriated the amount. Under such circumstances, since the Petitioner being a staff member of public financial institution and being a cashier in a rural branch, he ought not to have attempted to commit such a fraud and a serious offence on the womenfolk's account. The submissions made by the Petitioner that the amount was paid back and the complaint was withdrawn could not be countenanced. The gravity of the offence must necessarily be measured with the nature of offence. Therefore, to instil the confidence of banking public in the establishment, the only appropriate punishment in such cases is dismissal. But, the Respondent/Bank has taken a sympathetic view and imposed only compulsory retirement and by imposing such a punishment, the Petitioner's future will not be affected. Only because the Respondent/Bank lost confidence in the Petitioner, they have taken such a serious step and there is no room for misplaced sympathy on an undeserved person and the Respondent/Bank settled all the terminal benefits to the Petitioner and therefore, it cannot be said that the action taken against the Petitioner is harsh or excessive and in such circumstances, it does not call for any interference and therefore, this Tribunal has to come to the conclusion that the imposition of punishment by the Respondent/Bank against the Petitioner is justified.

9. I find much force in the contention of the learned counsel for the Respondent because in this case from the

evidence of independent witnesses namely Mrs.Suguna and Mr.Parameshwaran, it is clearly established that the Petitioner who has received the excess amount has not returned the same immediately to the concerned party namely M/s. Annai Mahalir Mandram nor he has reported the matter to the concerned authorities namely Manager of Bargur branch of Respondent/Bank. On the other hand, he has misappropriated the amount and only after the complaint was made by account holder, he has approached the M/s. Annai Mahalir Mandram and made good the loss and approached the M/s. Annai Mahalir Mandram to withdraw the complaint and as such, the complaint was withdrawn. But, on that ground it cannot be said that this incident has not happened. Therefore, the misconduct namely misappropriation has been clearly established by the Respondent. Management Under such circumstances, I am not inclined to interfere with the punishment imposed by the domestic authorities and as such, I find this point in favour of the Respondent/Management.

Point No. 2 :

The next point to be decided in this case is to what relief the Petitioner is entitled?

10. In view of my foregoing findings that the imposition of punishment of compulsory retirement on the Petitioner by the Respondent/Bank is justified, I find the Petitioner is not entitled to any relief. No Costs.

11. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me, in the open court on this day the 25th April, 2007.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

On either side	None
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Documents Marked :

For the I Party/Petitioner:

Ex No.	Date	Description
W1	04-07-00	Xerox copy of the letter from M/s. Anna Mahalir Mandram To II Party/ Management
W2	27-8-01	Xerox copy of the charge sheet issued to Petitioner
W3	Nil	Xerox copy of the explanation given by the Petitioner
W4	18-1-02	Xerox copy of the memo issued to Petitioner
W5	12-6-02	Xerox copy of the enquiry proceedings
W6	10-8-02	Xerox copy of the defence summing up before Enquiry Officer.
W7	18-8-03	Xerox copy of the explanation submitted by Petitioner

W8	23-7-03	Xerox copy of the letter from Respondent enclosing findings of Enquiry Officer
W9	19-7-03	Xerox copy of the findings of Enquiry Officer
W10	19-7-04	Xerox copy of the order of compulsory retirement Against the Petitioner
W11	31-8-04	Xerox copy of the appeal preferred by Petitioner
W12	17-2-05	Xerox copy of the letter from Respondent enclosing Order of Appellate Authority
W13	15-2-05	Xerox copy of the order of Appellate Authority
W14	19-2-05	Xerox copy of the letter from Respondent to Petitioner
W15	Nil	Xerox copy of the dispute raised by the Petitioner

For the II Party/Management :

Ex.No.	Date	Description
M1	9-1-00	Xerox copy of the resolution of M/s. Annai Mahalir Mandram, Bargur
M2	10-1-00	Xerox copy of the S.B. challan and denomination details of M/s. Annai Mahalir Mandram
M3	10-1-00	Xerox copy of the cashier rough cash book
M4	10-1-00	Xerox copy of the officer's scrull register
M5	8-8-00	Xerox copy of the letter from Kingsley Community Centre to Respondent/Bank
M6	9-8-00	Xerox copy of M/s. Annai Mahalir Mandram complaint
M7	Nil	Xerox copy of the letter from M/s Annai Mahalir Mandram withdrawing complaint
M8	Nil	Xerox copy of the cash book of Bargur M/s. Annai Mahalir Mandram
M9	12-7-01	Xerox copy of the letter from Kingsley Community Centre to Branch Manager of Bargur
M10	29-7-02	Xerox copy of the enquiry findings
M11	23-8-94	Xerox copy of the memo issued to Petitioner
M12	7-9-94	Xerox copy of the letter issued by Respondent/Bank to Petitioner to submit his explanation.
M13	21-11-94	Xerox copy of the caution letter issued by Respondent/Bank
M14	23-3-05	Xerox copy of the full and final receipt executed by Petitioner for PF dues
M15	23-3-05	Xerox copy of the full and final receipt executed by Petitioner for gratuity dues.

नई दिल्ली, 4 जून, 2007

का. आ. 1881.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैन्ट्रल बैंक ऑफ इण्डिया के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 422/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2007 को प्राप्त हुआ था।

[सं. एल-12011/143/2002-आई.आर. (बी-II)]

राजिन्द कुमार, डेस्क अधिकारी

New Delhi, the 4 June, 2007

S.O. 1881.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 422/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of Central Bank of India and their workman, which was received by the Central Government on 1-6-2007.

[No. L-12011/143/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR,
COURT, CHENNAI**

Wednesday, the 25th April, 2007

**PRESENT : K. JAYARAMAN, Presiding Officer
INDUSTRIAL DISPUTE NO. 422/2004**

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Central Bank of India and their workmen]

BETWEEN

The General Secretary, : I Party/Claimant
Central Bank of India Staff Union

AND

The Regional Manager, : II party/Management
Central Bank of India
Regional Office,
Chennai

APPEARANCE

For the Petitioner : M/s. K.M. Ramesh, Advocate
For the Management : M/s. T.S. Gopalan & Co.,
Advocate

AWARD

The Central Government, Ministry of Labour vide Order No. L-12011/143/2002-IR (B-II) dt. 20-10-2004 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :

"Whether the claim of Central Bank of India Staff Union for payment of arrears with all attendant benefits to the 14 Safai Karmacharies (As in Annexure) as per the IBA settlement by the management of Central Bank of India is legal and justified? If not, what relief the workmen are entitled to?"

2. After the receipt of the reference, it was taken on file as I.D. No. 422/2004 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner Union in the Claim Statement are briefly as follows:—

The Petitioner Union espouses the cause of 14 Safai Karmacharies, who are claiming payment of arrears as per Bipartite Settlement. On 28-11-97 the Petitioner Union along with the other trade unions entered into a settlement under Section 18(1) of I.D. Act with the Respondent/Management regarding enhancement of wages to part time employees employed in the Respondent/Bank. After that the Respondent/Bank in a circular No. CO:PRS: 97-98-194, dated 10-12-97 incorporated the terms of settlement and the settlement dated 28-11-97 fixed the wages for part time employees. Subsequent to the said settlement, another Bipartite Settlement was entered into on 27-3-2000 in respect of enhanced wages payable to part time employees. The said settlement prescribed the wages for part time employees w.e.f. 1-11-97. In the terms of the settlement and circular referred to above, 14 part time employees employed in the Respondent/Bank are entitled to enhanced wages for the periods they had been working in respective branches in Chennai region. Further, the Respondent/Bank did not pay the enhanced wages to the said 14 employees as per the settlements and circulars for the reasons best known to it. It is a clear violation of settlements and also amounts to unfair labour practice and victimisation. Therefore, the Petitioner union raised an industrial dispute regarding enhanced wages to the said 14 part time employees vide letter dated 21-7-2000 before RLC (Central) Chennai. Against that the Respondent/Bank in its remarks stated that with regard to two employees namely N. P. Prabavathy and Kanchana they have already been raised dispute and failure of conciliation has been recorded and hence, the same issue cannot be raised once again. But the alleged dispute with regard to fixation of scale wages and not, for payment of enhanced wages in terms of the settlements, hence the present dispute is maintainable. The Respondent/Bank further alleged in the remarks that another employee namely Smt. Regina Rani was paid consolidated wages from the date of her absorption from 5-11-99 and subsequently she has been paid 1/3rd scale wages w.e.f. 11-2-2000 and hence nothing is due to her. But, according to the Petitioner union, the absorption in the bank has nothing to do with the payment of enhanced wages to part time employees. The settlement does not discriminate

between the absorbed and non-absorbed employee. The said Smt. Regina Rani joined the Respondent/Bank in 1989 and she had been working continuously and therefore, for the period from 1-11-92 to 10-2-2000 she is entitled to enhanced wages as per settlements mentioned above. With regard to other employees, the Respondent/Bank did not offer its remarks stating that the Petitioner union has no locus standi to espouse their cause as they are not its members. Therefore, all the 14 workmen on whose behalf the industrial dispute has been raised are entitled to the enhanced wages as per the settlement and circulars. Further, in the case of Smt. Chinnamma, a part time employee the Respondent/Bank had paid enhanced wages for the entire period of her service till the date of her absorption as per settlements and circulars. But, further the Respondent/Bank has adopted hostile discrimination in respect of the present 14 part time employees which is nothing but a clear unfair labour practice and victimisation. Hence, the Petitioner union prays this Tribunal to hold that the action of the Respondent/Management in not paying the enhanced wages to part time employees is not justified and consequently pass an award in their favour.

4. As against this, the Respondent in its Counter Statement alleged that in this case, the reference has made with regard to Central Bank of India Employees Union and therefore, the claim statement filed by Central Bank of India Staff Union is not permissible and therefore, no adjudication can be made on the basis of the claim made by Petitioner Union. The Petitioner union does not command membership from among the substantial section of the workmen of Respondent and to the knowledge of Respondent a substantial section of its workmen have not authorised the Petitioner union to espouse the demand of 14 workmen concerned mentioned in the order of reference. Therefore, the Petitioner union has no authority or competence to raise this dispute and the reference is bad in law. No doubt, the settlement was entered into with the union with regard to wages of regular Safai Karmacharies who are working less than six hours. As far as regular Safai Karmacharies are concerned, they were given arrears of wages in terms of settlement dated 28-11-97 and in respect of casual labourers who were attending to cleaning of the branches in the absence of regular Safai Karmachari, they were given arrears of wages from the date they were regularised. It is not correct to say that any of the Safai Karmacharies who were entitled to revised arrears of wages in terms of settlement dated 28-11-97 were not paid arrears. The Casual Labourers who attending to cleaning of the branch were concerned, they were not paid wages of Safai Karmacharies and therefore, they cannot make a claim as applicable to regular Safai Karmacharies and therefore, the claim of the Petitioner is not sustainable. Out of the 14 persons mentioned in annexure to the order of reference, Smt. N.P. Prabavathy who was made as regular Safai Karmachari from 27-7-96 and was made as Part Time Safai Karmachari on scale wages from 27-1-98 and was paid arrears of wages

based on settlement dated 28-11-97 for the period from 27-7-96. Similarly, one Mrs. Kanchana was absorbed as regular part time safai karmachari from 27-7-96 and she was also paid arrears from that date. Regarding Smt. Regina Rani, she was appointed as regular part time safai karmachari on consolidated wages from 5-11-99 and subsequently she was elevated on scale wages from 11-2-2000 and from 5-11-99 she was paid wages as applicable to part time Safai Karmachari and she has also given a letter dated 5-11-99 stating that she will not make any claim for arrears of wages in terms of settlement dated 28-11-97. Further the persons mentioned in the order of reference would not have worked as regular part time safai karmachari during the period from 1-11-92 and therefore, they would not be entitled to any arrears of wages. It cannot be said that the Respondent/Bank indulged in unfair labour practice or victimisation. Hence, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are—

- (i) "Whether the claim of the Petitioner union for payment of arrears with all attendant benefits to 14 safai karmacharies mentioned in the reference as per IBA Settlement is legal and justified?"
- (ii) "To what relief the concerned workmen are entitled?"

Point No. 1:

6. It is contended on behalf of the Petitioner union that on 28-11-1997 under the original of EX.W6 the part time employees employed in the Respondent Bank are entitled to enhanced wages for the period they have been working in respect of branches in Chennai Region. In that settlement, it is agreed, that from 1-11-1992 to 31-10-1994 the part time employees are entitled to wages, if they have worked upto three hours at Rs. 130 per month and if they worked more than three hours but less than six hours, they are entitled to Rs.375 per month and from 1-11-1994 if they worked upto three hours, they are entitled to Rs.150 per month and if they worked more than three hours but less than six hours, they are entitled to Rs. 440 per month. But, in this case, though 14 persons mentioned in the reference have worked for long number of years, they have not paid arrears and the Respondent/ Bank has not given any valid reason for rejecting their claim. It is further contended on behalf of the Petitioner that in the case of one Mrs.Chinnamma, part time employee, the Respondent/Bank has paid enhanced wages for the entire period of service till the date of her absorption as per settlements and circulars and from the documents produced from the Respondent/ Management, it is clear that Smt. Chinnamma has been paid as per settlement for the period from 1-11-92 to 30-06-98. But, the Respondent/Management has adopted a hostile discrimination in respect of the present 14 part time employees which is nothing but a clear unfair labour practice and victimisation.

7. But, as against this, on behalf of the Respondent, it is contended that with regard to regular (part time) safai karmacharies they were given arrears of wages in terms of settlement dated 28-11-1997 and circulars issued by Respondent/Bank, but in respect of casual labourers who are working in cleaning of the branches in the absence of regular safai karmacharies, they were given arrears of wages from the date they were regularised. It is not correct to say that any of the safai karmacharies who were entitled to revised arrears of wages in terms of settlement were not paid arrears. But, the casual labourers who are not attending the cleaning of branches were concerned, they were not paid wages of safai karmacharies and they cannot make a claim as applicable to regular safai karmacharies. Though it is alleged that Mrs. Chinnamma was given arrears of wages, it is the case of the Respondent that she has been employed by stationery cell which is functioning under Regional Office and therefore, her work cannot be stated as a casual and as such, she has been paid arrears of wages.

8. But, again on behalf of the Petitioner it is argued that though it is alleged that she has worked in Regional Office, she was not a casual employee, the Respondent Bank has not produced any document to show that when the said lady Mrs.Chinnamma was appointed by the Respondent/Bank as regular employee. Under such circumstances, it cannot be said that she is a regular safai karmachari (part time) and she is entitled for the arrears of wages. Since Smt. Chinnamma was paid arrears of wages, the claim of 14 safai karmacharies mentioned in the reference are entitled for the arrears of wages as claimed by them.

9. As against this, on behalf of the Respondent it is contended that the Respondent/Bank has produced the appointment order given to all the persons mentioned in the reference namely Ex.M1, M5, M9, M10, M12, M13, M14, M15, M16, M17, M18, M19, M21, M22, M23, M24, M25, M26, M27, M28 and M29 etc. and they have been paid enhanced wages from the date of their regular appointment as safai karmacharies (part time). Before that since they have worked only as a casual labourers, they are not entitled to arrears of enhanced wages. Further, it cannot be said that they are entitled for enhanced wages, even while they were working as casual labourers. Under such circumstances the Petitioner union is not entitled to claim arrears of wages.

10. But, then again, on behalf of the Petitioner it is contended that no valid reason was given by the Respondent/Management for what reason they have paid arrears to Smt. Chinnamma. No doubt, it is alleged that she was working in stationery cell which is under the control of Regional Office for a long time. But, the Respondent/ Management has not produced any satisfactory evidence to show that she was a regular part time employee even prior to 1996. Under such circumstances, the Respondent/Bank has adopted a hostile discrimination, which is nothing but a clear unfair labour practice.

11. Again, learned counsel for the Respondent argued that though the Respondent/Bank has not produced a copy of appointment order of Smt Chinamma, they have produced the muster roll for the period from 1-8-94 to 28-2-95 which is marked as EX.M31 in this case. From this, it is clear that Smt.Chinamma has received wages as part time employee from the year 1994. Under such circumstances, it cannot be said that she was not a regular part time employee during that period.

12. But, though it is alleged that she was a regular part time employee, no clear document has been produced by the Respondent/Management to show that she is different from the above 14 persons in this dispute. The Petitioner has produced EX.W1 which shows the list of employees and it is also not disputed that they are working under the Respondent/Management for number of years and they have been regularised in the years 1996 to 1998. Since it is not clearly established by the Respondent/Management under what circumstances Smt. Chinamma who was also a part time employee had paid arrears of enhanced wages even prior to 1996, I am of the opinion that the contention of the Petitioner union is a valid one. In the settlement, it is clearly stated that from the period 1-11-92 to 31-10-94, the part time employees are entitled to enhanced wages if they worked more than three hours @ Rs.130/- per month and if they worked more than three hours but less than six hours, they are entitled to Rs.375/- per month and from 1-11-94 if they worked more than three hours they are entitled @ Rs.150/- per month and if they worked more than three hours but less than six hours, they are entitled @ Rs.440 per month. Under such circumstances, I find since the persons mentioned in the reference had worked for many number of years even prior to 1-11-96, they are entitled to get arrears of enhanced wages from the date of their absorption. Though it is alleged that the 14 persons worked on, as casuals during that period and they are not entitled to arrears of enhanced wages, the Respondent/Bank has not produced any document to show that the workmen concerned were engaged only for intermittent period and in leave vacancies. Under such circumstances, I am of the opinion that since the 14 persons have worked continuously in the branches of Respondent/Bank, I find they are entitled to arrears of enhanced wages as claimed by the Petitioner union. Therefore, I find this point in favour of the Petitioner union.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioner is entitled?

13. In view of my foregoing findings that the claim of the Petitioner union for payment of arrears with attendant benefits for the 14 safai karmacharies concerned in this dispute as per settlement dated 28-11-1997 is legal and justified, I find the concerned employees are entitled to get the arrears of enhanced wages as prayed for. No Costs.

14. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 25th April, 2007.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the Petitioner : WW 1 Sri K. Venkatesan

For the Respondent : MW 1 Sri K.V.S. Subramanian

Documents Marked :—

For the I Party/Petitioner :—

Ex.No.	Date	Description
W1	NB	Xerox copy of the list of 14 employees
W2	25-03-96	Xerox copy of the letter from I Party to national commission
W3	06-06-96	Xerox copy of the minutes of joint discussion before Assistant Labour Commissioner (Central)
W4	24-09-96	Xerox copy of the letter from SC/ST employees
W5	29-07-97	Xerox copy of the letter from I Party to Zonal Manager
W6	10-11-97	Xerox copy of the MoS between IBA and representatives of workmen unions
W7	25-04-98	Xerox copy of the letter from NBO, CBI to personnel Department, Chennai
W8	03-07-98	Xerox copy of the letter from Regional Office of Respondent to Choolai branch to pay arrears of wages to Chinamma
W9	18-09-98	Xerox copy of the regional office circular to all branches of Chennai region
W10	27-10-98	Xerox copy of the letter from Regina Rani to Senior Manager of Respondent
W11	02-12-98	Xerox copy of the letter of NBO to regional office
W12	04-05-99	Xerox copy of the letter of NBO, CBI to Personnel Deptt. RO
W13	28-07-99	Xerox copy of the letter of NBO, CBI to Personnel Deptt. RO
W14	11/13-8-99	Xerox copy of the central Office circular to regional offices
W15	27-03-00	Xerox copy of the MoS between IBA and workmen unions
W16	22/23-5-2000	Xerox copy of the minutes of joint discussion
W17	19-12-00	Xerox copy of the letter from regional office to Assistant Labour Commissioner (Central)

W18	12-03-01	Xerox copy of the letter from I party to Assistant Labour Commissioner (Central)	M14	07-09-96	Xerox copy of the Appointment Order of Kondammal
W19	21-08-01	Xerox copy of the letter from I Party to Assistant Labour Commissioner (Central)	M15	17-01-98	Xerox copy of the Appointment Order of Kondammal
W20	03-06-02	Xerox copy of the letter from I Party to Assistant Labour Commissioner (Central)	M16	07-05-96	Xerox copy of the Appointment Order of Mariamma
W21	31-07-05 to 1-08-96	Xerox copy of the debit vouchers of Prabavathy	M17	22-01-99	Xerox copy of the Appointment Order of Mariamma
W22	25-09-98 & 26-09-98	Xerox copy of the minutes of joint discussion between Respondent and Union	M18	07-02-00	Xerox copy of the Appointment Order of Raniammal
W23	21-08-02	Xerox copy of the regional office letter to Choolai branch	M19	07-09-96	Xerox copy of the Appointment Order of Suguna
W24	03-09-02	Xerox copy of the letter from Choolai branch to Regional Office.	M20	28-12-98	Xerox copy of the Appointment Order of Suguna
For the II Party/Management :—			M21	07-09-96	Xerox copy of the Appointment Order of Rajeswari
Ex. No.	Date	Description	M22	07-02-00	Xerox copy of the Appointment Order of R. Rajeswari
M1	17-01-98	Xerox copy of the Appointments Order of Prabhavathi	M23	07-09-96	Xerox copy of the Appointment Order of Nagammal
M2	08-01-99	Xerox copy of the Regional Manager letter to personnel department	M24	07-09-96	Xerox copy of the Appointment Order of Alamelu
M3	22-10-98	Xerox copy of the letter from Nungambakkam branch To Personnel deptt regarding transfer of Prabhavathy	M25	07-02-00	Xerox copy of the Appointment Order of Alamelu
M4	Feb. 04	Xerox copy of the letter from Regional Office to Assistant Labour Commissioner (Central)	M26	07-09-96	Xerox copy of the Appointment Order of Ms. Adilakshmi
M5	05-11-99	Xerox copy of the letter from Smt. Regina Rani to Regional Office.	M27	31-03-99	Xerox copy of the Appointment Order of Adilakshmi
M6	07-02-00	Xerox copy of the Appointment Order of Regina Rani	M28	26-07-96	Xerox copy of the Appointment Order of Kanchana
M7	21-07-03	Xerox copy of the letter from Regional Office to Regional Labour Commissioner (Central)	M29	07-09-96	Xerox copy of the memo issued to Ms. Kanchana by Regional office
M8	05-01-04	Xerox copy of the letter from Regional Office to Regional Labour Commissioner (Central)	M30	17-01-98	Xerox copy of the Appointment Order of Kanchana
M9	07-09-96	Xerox copy of the Appointment Order of Rajendran	M31	01-08-94 to 28-02-95	Original muster roll
M10	07-02-00	Xerox copy of the Appointment Order of Rajendran	M32	1994-95	Muster roll of satisfactory cell, Choolai branch.
M11	11-04-05	Xerox copy of the letter from Melmaruvathur branch to PRS Deptt. R.O.	नई दिल्ली, 4 जून, 2007		
M12	07-09-96	Xerox copy of the Appointment Order of Kanthammal	का. अ. 1982.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 14/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2007 को प्राप्त हुआ था।		
M13	31-03-99	Xerox copy of the Appointment Order of Kanthammal	[सं. एल-12012/113/97-आई.आर. (बी-11)] राजिन्द्र कुमार, डेस्क अधिकारी		

New Delhi, the 4 June, 2007

S.O. 1882.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/98) of the Central Government Industrial Tribunal-cum-Labour Court Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate bank and their workman, which was received by the Central Government on 1-6-2007.

[No. L-12012/113/97-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated : 14th May, 2007

PRESENT : SHRI A. R. SIDDIQUI, Presiding Officer

C. R. No. 14/1998

I Party

The General Secretary,
Syndicate Bank Employees
Union, Central Office,
Kalyan Bhawan,
1st Floor, 69 Amerian Street,
Madras—600001

II Party

The General Manager (P),
Syndicate Bank,
Head Office,
Manipal-576119

AWARD

The Central Government, by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. 12012/113/97-IR (B-II) Dated 23rd February 1998 for adjudication on the following schedule :

SCHEDULE

1. "Whether the action of the management of Syndicate Bank in imposing the penalty of dismissal on Shri M. M. Pai is legal and justified? If not, to what relief the said workman is entitled?"
2. During the course of the trial this tribunal received a corrigendum dated 26-2-1999 from the Govt. of India in the following words:
"In the Order No.L-12012/113/97-IR (B-II), dated 23-02-1998 referring the disposal between the management of Syndicate Bank and their workman Shri M. M. Pai to Central Government Industrial Tribunal, Bangalore, the word "Dismissal" appearing in the Schedule may be substituted by "termination from service".
3. The management issued charge sheet dated 30-7-1980 to the first party workman reading as under:

Charge Sheet

"It is alleged against you as under:

That on 22-5-1980 while you were working as Clerk at our Chickmagalur branch, you had fraudulently obtained

a withdrawal slip bearing No.293054 on SB account No.21341 of Shri K.P. Sham Shetty by making entry in the withdrawal slip issue register in your own handwriting. You also signed in the said register in Kannada which was purported to be the signature of Shri K.P. Sham Shetty. Further you also signed the master sheet in the relevant page of the SB ledger in the above fashion. After this, on 24-5-1980, you wrote a sum of Rs.30,000/- on the said withdrawal slip, signed the withdrawal slip in the fashion mentioned above and debited the same to the concerned account. When the same was passed for payment, you received the proceeds of Rs.30,000/- on account of the withdrawal slip in question.

When the fact was brought to your notice by the investigating officer, you admitted having fraudulently removed the withdrawal slip in question and received moneys there under by forging the signature of the depositor in Kannada on the withdrawal slip and also on the master sheet without the knowledge of the account holder. In support of such admission you have submitted 2 letters of admission dated 18.7.1980. You have also reimbursed the amount of Rs.30,000/-.

By your above acts you grossly misused your official position and derived unlawful pecuniary advantage to yourself at the cost of the Bank by committing a serious misconduct of misappropriating monies from the account of a customer of the bank.

We therefore, charge you with the gross misconduct of doing an act prejudicial to the interest of the bank vide Clause No.19.5(j) of the Bipartite Settlement.

Pending finalisation of the enquiry into the said serious allegations, you are hereby suspended from the service of the bank with immediate effect until further orders vide Clause No.19.12(b) of the Bipartite Settlement. During the period of suspension you will be paid subsistence allowance on the following scales as per clause 557 of the Sastry Award.

1. For the first 3 months one third of the pay and allowance which you would have got but for suspension; and
2. Thereafter where the enquiry is departmental by the Bank, half of the pay and allowance for the succeeding months until the enquiry is over.

You are hereby required to furnish us your postal address forthwith for the purpose of future communication with you. You should not enter the branch premises during the period of your suspension except for the purpose of operating your own account. Further, for that purpose you should obtain specific permission of the Manager by sending to him a note with the watchman or attender of the branch. Such banking operations will be allowed only in the Manager's cabin. If it is found that you are misusing the above facility in any way, your account is liable to be closed and the balance sent to you by pay order.

Besides, you are required to submit your explanations in defence within 7 days on receipt of this charge sheet."

4. The first party submitted his reply to the charge sheet dated 18-8-1980 admitting the charges of misconduct levelled against him in the charge sheet stating further that he has reimbursed the entire amount with interest immediately as a gesture of goodwill. In the meanwhile as could be read from the records, CBI, Bangalore vide their letter dated 12-9-1980 informed the management that they have registered a case against the first party and taken up for investigation. A charge sheet came to be filed against the first party by the CBI, Bangalore for the offences punishment under Sections 468, 471 and 420 of IPC read with Section 5(1)(d) of the Prevention of Corruption Act, 1949. The management therefore, kept the Domestic Enquiry Proceedings in abeyance awaiting the judgment of Session Court, Mysore before which CBI filed a charge sheet. The Session Court, Mysore vide its judgment dated 5-6-1992 acquitted the first party for the aforesaid offences. The management, then, conducted the enquiry proceedings against the first party appointing the Enquiry Officer vide order dated 5-1-1993. The first party was notified with the date of enquiry proceedings, attended the enquiry proceedings and participated the same taking the assistance of one Shri Umesh Naik, Dy. General Secretary, SBEU, in conducting his defence. The management adduced oral and documentary evidence in support of the charges of misconduct levelled against the first party and it is on the conclusion of the enquiry proceedings the enquiry officer submitted his findings holding the first party guilty of the charges of misconduct levelled against him in the charge sheet vide his enquiry report dated 18-11-1993. This enquiry report copy was supplied to the first party vide order dated 29-11-1993 seeking his submission, thereon. After the receipt of the explanation offered by the first party not being found satisfactory, the disciplinary authority issued a show cause notice dated 8-2-1994 to the first party proposing the punishment of dismissal seeking the explanation in the matter. It would appear that the first party attended the personal hearing held on 2-4-1994 and the Disciplinary Authority after having taken into consideration the submission made by the first party with the assistance of his DR came to the conclusion that there were no extenuating grounds to take a lenient view or to reduce the punishment, already, proposed and therefore, the disciplinary authority confirmed the punishment of dismissal against the first party vide order dated 29-4-1994. It appears that the first party preferred an appeal against the aforesaid punishment order on 11-6-1994 and the Appellate Authority after having set aside the above said dismissal order by its order dated 22-10-1994 remanded the matter back to the Disciplinary Authority to pass fresh orders after reconsidering the matter. Thereupon, once again the first party was given opportunity of personal hearing by the Disciplinary Authority fixing the case on

10-4-1995 and taking into consideration the submission made by the first party, passed an order dated 20-5-1995 terminating the services of the first party with immediate effect by paying 3 months of pay and allowances in lieu of notice period. The period spent by the first party on suspension was treated as "on Suspension for all purposes" with a direction that he will not earn any increment or salary during the suspension period. It would appear that once again the first party preferred an appeal dated 6-7-1995 and the appellate authority after having given him opportunity of hearing, up held the order of the Disciplinary Authority vide its order dated 10-10-1995. Thereupon, the first party raised the dispute before the Conciliation Officer concerned, resulting, into the present reference.

5. The first party by way of his claim statement represented through the General Secretary, Syndicate Bank Employees Union, while, narrating the facts of the case from the date he received the charge sheet till the date he was removed from services by aforesaid order of termination confirmed by the Appellate Authority, at Page 6 of the Claim Statement under the heading "Grounds" urged as under :

Grounds

- (a) That the first party did not commit the alleged misconduct. He is innocent. Charges were foisted on him in order to save the skin of the officers who have passed the cheque in question for payment.
- (b) The enquiry findings are null and void since the enquiry officer has held the first party employee guilty on account of the confession letters issued by him and having reimbursed Rs.30, the monies involved in the fraudulent withdrawal in question.
- (c) The order of the disciplinary authority is null and void since the first party employee has been absolved from all the charges by the Hon'ble Principal Session Judge Court at Mysore vide their orders dated 5-6-1992. The first party employee has been acquitted by the Hon'ble Court under section 35(1) Cr.PC for the offence punishable under Sections 468, 471 and 420 of IPC read with Section 5(1)(d) of the Prevention of Corruption Act, 1947. The sessions court also held that the confessions statements given by the first party employee has no value.
- (d) The witnesses examined by the Hon'ble Session Court were not examined at the time of departmental enquiry which has gone against the interest of the first party employee and hence the entire enquiry proceedings may please be treated as null and void.
- (e) Findings of the enquiry officer and proceedings of the disciplinary authority holding the first party employee guilty of the charges are not supported by the witnesses who have been examined by the Hon'ble Sessions Court Mysore who acquitted the first party employee.

- (f) The mandatory rules of the Bipartite Settlement as regard conduct of disciplinary action and principle of natural justice had been grossly violated by conducting the departmental enquiry proceedings after the court has acquitted the first party employee is against the principles of natural justice.
- (g) The findings of the enquiry officer in perverse as he has not applied his mind properly to the facts and circumstances of the case and has relied upon the confession statements given by the employee and the reimbursement of Rs.30,000 made by him.

The first party requested this tribunal to pass an award setting aside the termination order and reinstating him in service with all consequential benefits.

6. The management resisted the claim of the first party by way of Counter Statement and among other grounds contended that the proceedings of enquiry taken against the first party were in accordance with the principles of natural justice, findings of the enquiry officer holding him guilty of the charges were very much supported by sufficient and legal evidence and that the order of termination of services of the first party passed by the Disciplinary Authority was legal and justified and therefore, the claim put forth by the first party was not tenable. The management also contended that the Disciplinary Authority after having gone through the entire enquiry records and being satisfied with the fairness of the enquiry, rightly, came to the conclusion that the charges of misconduct levelled against the first party were proved and therefore, the resultant order passed against the first party terminating his services was very much in accordance with the principles of natural justice and in terms of bipartite settlement. With regard to the contention of the first party that the first party has been acquitted by the Session Court, Mysore by the aforesaid judgement dated 5-6-1992, the management contended that he has been acquitted by the said court by giving him benefit of doubt and the acquittal of the first party in the criminal proceedings did not come in the way of the management taking disciplinary action against him as per the terms of the Bipartite Settlement and therefore, the management was justified in holding the enquiry proceedings as per clause 19.3© of Bipartite Settlement read with Paras 19.11 and 19.12. The management further contended that as against the said acquittal order passed by the Session Court, the State of Karnataka preferred a criminal appeal No. 8/93 in the High Court of Karnataka and the High Court of Karnataka while setting aside the aforesaid judgement of the Session Court convicted the first party for the aforesaid Sections 468, 471 and 420 of the IPC read with Section 5(1)(d) read with 5(2) of the Prevention of Corruption Act, sentencing the first party to undergo simple imprisonment for a period of 3 months *vide* order dated 19-10-1995. The management then contended that in the light of the provisions of Section 10(1)(b)(i) of the Banking Regulation Act 1949, no banking

company shall employ or continue the employment of any person, who is or at any time has been convicted of an offence involving moral turpitude. Moreover, since the charges levelled against the first party have been proved in the enquiry and the termination order has been passed in terms of Bipartite Settlement, the first party now cannot be allowed to contend that charges of misconduct levelled against him have not been proved on the ground that the management did not examine all the witnesses produced during the course of criminal trial or that the confession statement given by him being rejected by the Session Court should not have been found basis by the enquiry officer in taking the charges of misconduct proved against the first party. Therefore, the management, ultimately, requested this tribunal to reject the reference.

7. It is seen from the records that keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings this tribunal on 24-3-1999 framed the following Preliminary Issue:

"Whether the Second party proves that the DE conducted against the first party was in accordance with settled principles of law, BPS & Principles of Natural Justice?"

8. During the course of trial of the said issue, the management examined the enquiry officer as MW1 and got marked 10 documents at Ex.M1 to M10 including the enquiry proceedings and the enquiry report. He was cross-examined on behalf of the first party but the first party did not adduce any evidence by way of rebuttal. My, learned Predecessor after having heard the learned counsels for the respective parties by his order dated 17-4-2001 passed an order on the above said issue to the effect that the enquiry conducted against the first party by the Second Party is fair, valid and legal. By his award dated 25-4-2001, he dismissed the reference. It is aggrieved by this award, the first party approached the Hon'ble High Court in Writ Petition No. 25125/2001 and his Lordship of our Hon'ble High Court by order dated 6-4-2006 set aside the award passed by this tribunal leaving undisturbed the order passed by this tribunal holding the enquiry to be fair and proper. The matter was remanded to this tribunal to be disposed of keeping in view the material on record.

9. After the remand, Shri MD appeared for the first party for the first time and Shri PSS continued to represent the second party/Management. Both the learned counsels have been heard on the merits of the case and the matter is posted this day for award.

10. Learned counsel Shri N. Venkatesh for Shri PSS argued that the findings of the enquiry officer are well supported by sufficient and legal evidence produced by the management as well as the various confession statements and the letters given by the first party, much less, his explanation to the charge sheet and therefore, by

no stretch of imagination it can be said that findings suffered from perversity.

11. Learned counsel Shri MD in his arguments vehemently contended that irrespective of the judgement of the High Court convicting the first party for the aforesaid charges of misconduct, the management was required to prove the charges of misconduct against the first party independently. He contended that since the management proceeded with the DE against the first party despite his acquittal by the Session Court, it now cannot take advantage of the judgement of the Hon'ble High Court in convicting the first party. Learned counsel submitted that as per the charge sheet, the management first prove that the first party forged the signature of the account holder, Shri Sham Shetty on the withdrawal slip and then with the help of the said withdrawal slip received the payment of Rs. 30,000 in the name of said account holder forging the signature in Kannada language in withdrawal slip and in the withdrawal slip register. Learned counsel submitted that though the first party filled in the pay slip and debited the amount of Rs. 30,000 in the ledger concerned, it cannot be held that he forged the signature of said account holder and committed fraud upon the account holder as well as bank in receiving the amount under the said withdrawal slip. Learned counsel submitted that the various confession statements and letters relied upon by the management should not have been taken into consideration by the Enquiry Officer, they being obtained from the first party under duress, coercion and promise of taking lenient view against him. He also contended that the fact that the first party reimbursed the amount in question again cannot be a ground sufficient to jump to the conclusion that he really misappropriated the said amount by playing fraud or by doing forgery. He contended that the management was supposed to establish the charges of misconduct against the first party by independent cogent and reliable evidence which has not been done during the course of enquiry. Learned counsel submitted that the fact that the Investigation Officer obtained the three so called confession statements from the first party, two on the very same date and the other on the next day must give rise to the suspicion that they were obtained by under duress, coercion and false promises etc. He contended that as per the case of the management, he gave the first confession statement on 17-7-1980 in the bank itself and whereas the second confession statement on the very same date was obtained from the first party taking him to Tiptur on the way to Bangalore and that goes to show that these confession statements were written by the first party under the dictates of the Investigation Officer under duress, coercion and false promises. Learned counsel submitted that in the instant case the amount of Rs. 30,000 involved is of high value and it was incumbent upon the authority passing the payment order to have looked into the specimen signature of the account holder before the same was

passed. No such procedure was followed by the authority competent and the first party has been made escape goat to save the skins of the officers concerned. He also contended that material witnesses namely, the cashier who paid the amount against the above said withdrawal slip and the Special Assistant who supervised the transactions on the day were not examined during the course of enquiry, though they were the witnesses during the course of criminal trial. Therefore, learned counsel submitted that charges of misconduct against the first party as such have not been proved during the course of enquiry and in the result, the findings of the enquiry officer holding him guilty of the charges mainly acting upon the aforesaid confession statements, reply to the charge sheet and other letters suffered from perversity.

12. After having gone through the records, I do not find much substance in the arguments advanced for the first party. The facts undisputed in this case are that after the charge sheet was issued to the first party in the month of July 1980 and the first party submitted his explanation dated 18-8-1980. Enquiry proceedings as such were kept in abeyance by the management as the CBI had already seized the matter and charge sheet came to be filed before the Session Court, Mysore against the first party for the very same misconduct and offences committed by the first party as leveled in the charge sheet. As noted above, after the first party came to be acquitted by the Session Court, judgment dated 5-6-1992 the management took up the disciplinary proceedings against the first party as provided under Clause 19.3© of BPS read with provisions of paras 19.11 & 19.12 of the BPS. It is now clear from the records that after the first party was acquitted by the Session Court, the State of Karnataka challenged the said acquittal order before the Hon'ble High Court in Criminal Appeal No. 8/93 and the Hon'ble High Court by judgement dated 19-10-1995 while setting aside the acquittal order passed against the first party convicted him for the aforesaid charges sentencing him for simple imprisonment for a period of 3 months and it is also now admitted on behalf of the first party that he has already undergone the sentence of 3 months period as ordered by the Hon'ble High Court. As seen above, in the meanwhile the management conducted enquiry proceedings against the first party and ultimately on the findings given by the enquiry officer holding him guilty of the charges, in the first instance, he was punished with a penalty of dismissal and thereupon he was awarded punishment of termination of his services. The impugned punishment order came to be upheld by the Appellate Authority, ultimately, by order dated 28-7-1995. Therefore, as the records speak as on 28-7-1995 the proceedings before the Hon'ble High Court in the aforesaid criminal appeal were pending disposal and it is only in the month of October 1995 the Hon'ble High Court passed the order setting aside the Session Court Order acquitting the first party and then convicted him in the manner, aforesaid. Now therefore, the

learned counsel for the first party wants to contend that the order of the Hon'ble High Court reversing the judgement of Session Court and convicting the first party though for the very same charges of misconduct, cannot be taken help of by the management in supporting the impugned punishment order. His main contention was that charges of misconduct must have been proved by the management during the course of enquiry held against the first party and since according to him they are not proved by way of sufficient and legal evidence, the impugned punishment order is liable to be set aside awarding the relief of reinstatement, back wages, continuity of service and other consequential benefits. Whereas, as noted above, the learned counsel for the management supported the findings of the enquiry officer and took the court through the various letters/confession statements and the reply given by the first party to the charge sheet issued to him at the earliest point of time. His next contention was that keeping in view the aforesaid provisions of section 10(1)(b)(i) of the Banking Rules, 1949 the first party cannot be allowed to continue service by way of reinstatement he being involved and convicted of an offence involving moral turpitude.

13. Therefore, in the light of the findings recorded by this tribunal to the effect that enquiry held against the first party is fair and proper, we are required to examine the contentions raised by the first party to the effect whether findings suffered from perversity. From the perusal of the enquiry findings it is revealed that in order to substantiate the charges of misconduct leveled against the first party, the management in all examined six witnesses and got marked 17 documents. The first party by way of rebuttal examined himself and produced 9 documents in support of his defence. The enquiry officer brought on record the statements of the aforesaid six witnesses in their examination chief as well as in their cross-examination with reference to the documents marked on behalf of the management. Under the heading "Evaluation of Evidence" assigned his reasonings in coming to the conclusion that the first party was guilty of the charges of misconduct leveled against him. Therefore, in the first instance it can never be said that it was a case of "No evidence" or that the enquiry officer did not appreciate the evidence produced before him properly and in its proper perspective so as to term his findings perverse and arbitrary. The contention of the learned counsel for the first party that charges as alleged in the charge sheet have remained to be proved by direct and competent evidence, in my opinion, are not tenable keeping in view the oral and documentary evidence produced during the course of enquiry. Of course, there is no direct evidence that the first party removed the withdrawal slip from the custody of the other official of the bank and forged the signature of the account holder in Kannada Language and that it is he who made the entry in the withdrawal slip issue register but in the absence of

such a direct evidence, it cannot be said that the above acts of the first party have not been proved by the management in the oral and documentary evidence produced in the enquiry. The first charge that the first party filled in the withdrawal slip by himself and made a debit entry in the ledger of the bank towards the SB account of the above said account holder has not been disputed by the first party though he disputed the fact that he made an entry in the withdrawal slip issue register or that he forged the signature of the account holder in the said register. The circumstantial evidence produced during the course of enquiry suggesting that the first party himself filled in the withdrawal slip, made debit entry in the Ledger for the payment made towards the withdrawal slip and that it is he who had taken the withdrawal slip along with the withdrawal slip issue register to the then Branch Manager and got the payment order from him have been very much proved during the course of enquiry by way of oral and documentary evidence produced by the management. The fact that the account holder never signed in Kannada Language and that he had signed the account opening form in English language and that his specimen signatures are in English language is not disputed and cannot be disputed. The fact that said account holder who examined in the enquiry as MW1 did not receive the amount under the withdrawal slip and that he made complaint with the bank authorities for wrong debit entries with respect to this amount in the bank account has been very much brought out in his evidence and has not been shaken in his cross examination on behalf of the defence. The then Sub Manager at Chickmangalur Branch, Mr Prabhu examined as MW2 in the enquiry admitted the fact that withdrawal slip at Ex.MEx 3 was passed for payment by him and further stated that there is entry in the withdrawal slip issue register at Ex.MEx 4 on 22-5-1980 for having issued the withdrawal slip to the customer, Sham Shetty bearing his purported signature in Kannada. He also stated that the master sheet at Ex.M5 and the Ledger sheet of his SB account at Ex. MEx 5(a) bears a debit entry with reference to the withdrawal slip on 24-5-1980 for Rs.30,000. He also gave evidence to the effect that the first party had given application to the branch manager for having invested Rs.4000 in SSD Account. He also referred to SSD Account opening form at Ex.M9 preferred by the first party to the manager of Syndicate Chickmangalur Branch extension counter. He then referred to the letters at Ex. MEx 10 & 11 alleged to have been written by the first party addressing to Secretariat and the President of India respectively. The next witness examined for the management was Mr. U.Ubedulla as MW3, the then sub manager and was holding the charge of Branch Manager as on 24-5-1980. He gave his statement with regard to the confession letter given by the first party at Ex.MEx12 on 17-7-1980. He stated that the said letter of confession was given in his presence and the presence of other staff and Investigation Officer, Mr. Adiga. Mr. Adiga was also examined as MW4 and has given his detailed statement as

to what all transpired during the course of his investigation. These were the four witnesses competent to speak to the charges of misconduct leveled against the first party with reference to the documents. Their testimony as argued for the management has not been very much shaken during the course of examination on behalf of the defence. That apart, as has come in the enquiry findings, the first party admitted the charges of misconduct leveled against him at the earliest point of time by giving his reply to the charge sheet dated 18-8-1980 marked before this tribunal at Ex.M2. The fact that he gave the confession letter during the course of investigation on 17-7-1980 in the cabin of the branch manager addressed to the Investigation Officer, Mr. Adiga in the presence of Mr. U.Ubedulla and other staff not been disputed by the first party. His contention that it was the letter obtained from him under duress, coercion or false promises of taking lenient view and that it was obtained from him in the presence of officers of the management including some Police Officers does not get support from any material on record. This contention of the first party also gets belied for the simple reason that this is the letter under his own handwriting. However, under this letter of confession he had thrown the blame on some stranger for having brought to him the withdrawal slip on 22-5-1980 and he handed over ledger to the said stranger who signed it in Kannada and went away. In that letter he also stated that the stranger again on 24-5-1980 presented the withdrawal slip at the counter and that withdrawal slip came to him got debited in the ledger account which he was handling for interest product calculations and he made the entry. This letter was marked in the enquiry at Ex.MEx-12 and has been referred and discussed by the enquiry officer. Once again the first party has given a letter at Ex.MEx-13 on 18-7-80 under his own handwriting stating his earlier statement that some stranger had brought withdrawal slip to him was wrong and that it is he himself forged the signature and committed the fraud. On 18-7-80 the first party addressed a letter to the General Manager of the bank once again admitting the misconduct committed by him and also he has given the details about the utilisation of misappropriated amount which fact and informations were only in the knowledge of the first party himself. He wrote letters at Ex.MEx 11 to the then President of India and letter at Ex.MEx 17 to the Prime Minister of India both on 17-7-1981 about a year after he gave his earlier confession statements, seeking mercy from them. His contention that those letters were obtained under duress, coercion and certain assurances, has been rightly rejected by the enquiry officer on the ground that it was not substantiated by any evidence. He rightly observed that if really those confession statements were obtained from him under duress, then, certainly he must have made a complaint with the Police. He rightly observed that the reply given by him to the charge sheet on 18-8-1980 at Ex.MEx 2 admitting the misconduct and the fact of reimbursement of the entire amount made by him can never be under the threat or

coercion by anybody and that the explanation given by the first party in that regard was not acceptable. Therefore, the enquiry officer rightly relied upon the above said confession statement and the letters given by the first party not only admitting the misconduct but also the fact that the first party reimbursed the amount misappropriated by him. The enquiry officer, irrespective, of the above said letters and the fact of the reimbursement of the amount misappropriated and the contentions taken by the first party in that regard, has given his valid and cogent reasonings on pages 15 to 17 of the enquiry report. Having regard to the reasonings assigned by the enquiry officer, it cannot be said that he did not appreciate the evidence on record in its proper perspective and that the conclusion arrived at by him on the basis of the evidence brought on record in any way suffered from factual or legal defects. Therefore, it can be safely held that the findings of the enquiry officer are based upon sufficient and legal evidence and suffered from no perversity.

14. Assuming for a moment and going a step further whether the findings of the enquiry officer holding the first party workman guilty of the charges suffered from any perversity or not whether this court can record its own findings contrary to the findings of the enquiry officer in the face of the judgement of the Hon'ble High Court in the aforesaid criminal appeal convicting the first party on the very same charges of misconduct which were the basis of the charge sheet issued against him. I am afraid it can be done. The management could not rely upon or acted upon the aforesaid judgement of the high court as undisputedly the judgement came to be delivered in the month of October 1995 and whereas, the enquiry proceedings with the final orders of the appellate authority came to an end in the month of May 1995 itself. A perusal of the aforesaid judgement of the Hon'ble High Court would make it abundantly clear that in each and every allegation of the charges of misconduct leveled against the first party have been dealt with threadbare with exhaustive discussion, in coming to the conclusion that those charges have been proved against the first party beyond any reasonable doubt. In the face of the findings recorded by the Hon'ble High Court in the said criminal appeal resulting into the conviction of the first party and in view of the fact that the first party suffered sentence of 3 months simple imprisonment in pursuance to the said judgement, irrespective of the findings of the enquiry officer in holding the first party workman guilty of the charges, there cannot be any other finding to be recorded by this tribunal to the effect that charges of misconduct against the first party have remained to be proved. The judgment of the Hon'ble High Court in the criminal appeal has become final and as noted above, the first also has undergone the sentence imposed upon him. In the face of the said judgment, I do not think there is any escape route available to the first party. Therefore, now it is too much for the first party to

contend otherwise to say that he did not commit any misconduct and that the findings of the enquiry officer suffered from perversity.

15. Now, coming to the quantum of the punishment. As could be read from the enquiry records and as noted above, the punishment of dismissal awarded against the first party in the first instance has already been replaced by punishment of terminating his services. Therefore, keeping in view the gravity of the misconduct committed by him, there cannot be any punishment lesser than the punishment of termination to be awarded to the first party. In the result, and the foregoing reasons, there is no hesitation in the mind of this tribunal to come to the conclusion that impugned punishment order passed against the first party terminating his services was legal and justified. Hence the following award:

AWARD

The reference is rejected. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 14th May, 2007).

A. R. SIDDHQUI, Presiding Officer

नई दिल्ली, 4 जून, 2007

का. आ. 1883.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल.आई.सी. ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट (संदर्भ संख्या 759/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2007 को प्राप्त हुआ था।

[सं. एल-17012/38/96-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 4th June, 2007

S. O. 1883.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 759/99) of the Labour Court, Pune as shown in the Annexure, in the Industrial Dispute, between the employees in relation to the management of LIC of India and their workman, received by the Central Government on 4-6-2007.

[No. L-17012/38/96-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE MRS. S. S. SAWANT, PRESIDING OFFICER
FIRST LABOUR COURT, PUNE

REFERENCE (L.D.A.) NO. 759 OF 1999

BETWEEN

The Divisional Manager,
LIC of India,
Shivaji Nagar, Pune-5

.....First Party

AND

Shri Sunil Ramchandra Chokhale,
Kashinath Tapikar Chawl Kalas,
Alandi Road, Pune-15

.....Second Party

CORAM: MRS. S. S. SAWANT

APPEARANCES: Shri Pradhan, Advocate for
First Party
Shri N.A. Kulkarni, Advocate
for Second Party

AWARD

(DATE: 11-04-2007)

1. This reference is referred to this Court by the Desk Officer, Central Government of India under Clause (d) of sub-sec. (1) of Sec. (10) of Industrial Disputes Act, 1947 for adjudication over the following demand:

"Whether the action of the management of the Life Insurance Corporation of India, Zonal Office, Pune, in terminating the services of Sh. Sunil Ramchandra Chokhale as full-time Sweeper w.e.f. 4-4-93 is legal and justified? If not, to what relief is the disputant entitled and from which date?"

2. Second party Sunil Ramchandra Chokhale appeared and filed Statement of Claim at Ext 10 Second party submitted that he was working with the first party as a full Time Sweeper w.e.f. 7-7-91. Second party further submitted that he has rendered continuous service w.e.f. 7-7-91 till 4-4-93. He has rendered continuous service for more than 240 days with the first party.

3. He further submitted that he has raised the reference before the appropriate government about his illegal termination. The said reference was rejected by the appropriate government vide order dt. 5-9-97. Then second party filed W.P. before Hon'ble High Court. Hon'ble High Court directed the Central Government to refer the matter to Labour Court for adjudication. Thereafter, appropriate government sent reference for adjudication.

4. Second party further submitted that the services of second party were terminated orally on 4-4-93. At the time of termination, no notice was given nor the payment in lieu of notice was given. Therefore termination of the service of the second party is illegal. First party has not complied the provisions of Sec. 25(F) & (G) of ID Act. No seniority list was ever displayed prior to the termination of the second party. It is further submitted that junior workers of the second party namely Chavan, Jadhav, Kamble etc. were retained in the employment. Therefore termination of the second party is illegal. Second party further submitted that after the termination of his services, he tried to get alternate job, but he did not get any other job. He is unemployed since his termination.

5. It is further submitted that the termination is *void abinitio* and required to be quashed and set aside.

6. Second party prayed that first party be directed to reinstate second party on his original post with continuity of service and full back wages.

7. First party appeared and contested the reference by filing Written Statement at Exh. 17. First party submitted that it is a corporation established under Sec. 3 of Life Insurance Corporation Act, 1956. It is further submitted that the affairs of the first party are conducted as per the conditions of Life Insurance Corporation Act. It is further submitted that the Corporation has in exercise of its powers under Sec. 49(2) of the Act made regulations known as Life Insurance Corporation of India (Staff) regulations, 1960 providing for terms and conditions of service of its employees. This Act was amended in the year 1981. As per the amendment the powers of corporation to make regulations under Sec. 49 providing for the terms and conditions of the services of its employees came to be abrogated. The Central Government was empowered to make rules under Sec. 48 to provide for the terms and conditions for the services of the corporation.

8. It is further submitted that the Staff regulations and other provisions relating to the other terms and conditions of the employees shall be deemed the rules made by the Central Government.

9. It is further submitted that as per the provisions of Sec. 48(2)(cc) of the Act have effect, notwithstanding anything contained in amongst other the Industrial Disputes Act, 1947. It is further provided that as per the Staff Regulations 8(1) that no person appointed on temporary basis shall only by reason of such appointment be entitled to absorption in the service of the corporation or claim preference for recruitment to any post.

10. It is further submitted that the appointment of a person on regular basis is made in accordance with the recruitment rules made from time to time which are statutory.

11. First party further submitted that the corporation generally engages some persons on part time basis where duration of work in a day does not exceed four hours is a day. Sweepers are the persons who generally falls in this category. They are engaged on part time basis. The branch offices are situated in rented premises.

12. It is further submitted that second party had applied for employment as a sweeper on daily wages on 16-1-91. Second party was empaneled for appointment on temporary basis against leave vacancies. He was periodically appointed as a sweeper on daily wages either as a part time sweeper or on full time basis depending upon the needs of the day, between 23-3-91 to 23-3-93 in City Branch No. 952 at Pune.

13. It is further submitted that in the year 1994 the Pimpri Branch Office was permitted to appoint regular part time sweeper for four hours in a day. Second party sent a letter dt. 19-1-94 about the said appointment. However,

second party wrote a letter on 23-2-94 that since he had worked for more than 240 days, he was required to be absorbed on full time basis. He did not report for work at Pimpri inspite of reminder on 11-2-94.

14. It is further submitted that second party worked on temporary basis for 70 days (daily for 2 hours) during the period from 23-3-91 to 6-7-91, 149 days as full time sweeper during the period from 8-7-91 to 31-12-91, 280 days as full time sweeper during the period from 1-1-92 to 31-12-92, 72 days as full time sweeper during the period from 1-1-93 to 23-3-93.

15. It is further submitted that as second party refused to report to work at Pimpri Branch Office he should be deemed to have voluntarily left the services. It is denied that the first party has illegally terminated the services of the second party on 4-4-93. It is also denied that the termination of the services of the second party was the case of retrenchment under Sec. 2(cc) of Industrial Disputes Act, 1947 requiring compliance of Sec. 25(F) & (G) of ID Act.

16. It is further submitted that Rule 81 (Bombay Rules) has no application as the appropriate government is the Central Government. It is submitted that second party was employed on temporary basis. He has no post which he had held at any time of his employment. It is denied that second party is entitled for any relief as claimed. It is prayed that reference be rejected.

ISSUES

1. Whether the action of the management of Life Insurance Corporation of India, Zonal Office, Pune in terminating the services of Sh. Sunil Ramchandra Chokhala as full time Sweeper w.e.f. 4-4-93 is legal and justified?

FINDINGS

.....In the affirmative

2. If not to what relief the disputant entitled and from which date?

.... In the negative

3. What order?

.....As per final order.

REASONS

17. In the present reference second party has filled his examination in chief on affidavit at Exh. 34. First party has filed examination in chief on affidavits of witness Vijaykumar Tasgaonkar at Exh. 45 and witness Smt. Anuradha Lale at Exh. 46.

18. Issue No. ITO 3. It is the contention of second party that he was illegally terminated from the services by

first party. First party has specifically denied this contention of the second party. Both the parties led evidence to prove their contentions.

19. Second party has filed examination in chief on affidavit at Exh. 34. Second party deposed in examination in chief that he was working with the first party as a full time Sweeper w.e.f. 7-7-91. Second party further deposed that he has rendered continuous service w.e.f. 7-7-91 till 4-4-93. He has rendered continuous service for more than 240 days with the first party.

20. He further deposed that he has raised the reference before the appropriate government about his illegal termination. The said reference was rejected by the appropriate government vide order dtd. 5-9-97. Then second party filed W.P. in Hon'ble High Court. Hon'ble High Court directed the Central Government to refer the matter to Labour Court for adjudication. Thereafter, appropriate government their reference for adjudication.

21. Second party deposed that the services of the second party were terminated orally on 4-4-93. At the time of termination no notice was given nor the payment in lieu of notice was given. Therefore termination of the service of the second party is illegal. First party has not complied the provisions of Sec. 25(F) & (G) of ID Act. No seniority list was ever displayed prior to the termination of the second party. It is further deposed that junior workers of the second party namely Chavan Jadhav Kamble etc. were retained in the employment. Therefore, termination of the second party is illegal. Second party denied that he had voluntarily abandoned the employment. Second party further deposed that since the first party has terminated his services without holding an enquiry without complying with the provisions of Sec. 25 (F) of ID Act, his termination is illegal and required to be quashed and set aside. Second party prayed that first party be directed to reinstate him on his original post with continuity of service and full back wages.

22. Witness Shri Tasgaonkar for first party has filed his examination in chief on affidavit at Exh. 45 Witness Shri Tasgaonkar deposed in his examination in chief that he is working with the first party at Shivajinagar Office as Manager (Legal). He has gone through the entire files and documents of the second party. He is conversant with the facts of the present case. He further deposed that second party workman had applied on 16-1-91 for the employment as a sweeper on daily wages. This witness further deposed that second party was periodically appointed as a sweeper on daily wages either as a part time sweeper or on full time basis depending upon the needs of the day, between 23-3-91 to 23-3-93 in city Branch No. 952 at Pune.

23. He further deposed that in the year 1994 the Pimpri Branch Office was permitted to appoint regular part time sweeper for four hours in a day. Second party sent a letter dt. 19-1-94 about the said appointment.

However, second party wrote a letter on 23-2-94 that since he had worked for more than 240 days, he was required to be absorbed on full time basis. He did not report for work at Pimpri in spite of reminder on 11-2-94.

24. It is further deposed that as second party refused to report to work at Pimpri Branch Office he should be deemed to have voluntarily left the services. It is denied that the first party has illegally terminated the services of the second party on 4-4-93.

25. Witness Tasgaonkar further deposed that first party has a Staff Regulation Policy. The service conditions and recruitment and promotion policy are mentioned in the said rules. Those rules are binding on all the employees of the first party. He further deposed that first party has not terminated the services of the second party. So the question of paying notice-pay and retrenchment compensation does not arise.

26. Smt. Amaradha Lale, second witness for the first party has filed examination in chief on affidavit at Exh. 46. Smt. Lale deposed that she is working as a Divisional Manager (Office Services). She further deposed that in the year 1992-93 she was working as Administrative Officer at Pune Divisional Office. The job of this department is to provide all types of services to all branches and other departments. The Personnel & I. R. Department looks after recruitment of Class-III & Class-IV employees. Thereafter, the list of sweepers to be recruited is sent to O. S. Department. She further deposed that there are two categories of sweepers in L.I.C first category is permanent sweeper and second category is temporary/badli sweepers. Second party was initially working as temporary/badli sweeper. She knew the second party as she used to allot the duty to the second party. Initially, second party was not pay-roll as he was badli worker. She further deposed that on 19-1-94 first party gave him appointment letter as part time sweeper and directed to join at Pimpri Branch. Second party received the appointment dtd. 19-1-94, however, he did not join his duties at Pimpri Branch. Second party made representation that he should be given appointment as full time sweeper.

27. She further deposed that first party has not terminated the services of the second party. She further deposed that as second party did not join the services as per the letter dtd. 19-1-94, so second party is not entitled to get any benefits.

28. Thus, both the parties led evidence to prove their contentions.

29. According to the evidence of the second party, he was continuously in the employment of the first party from 7-7-91 till 4-4-93 as a sweeper and he had rendered continuous service for more than 240 days in a year. Second party also relied on the inspection report about the working days of the second party at Exh. 35. First party witness Shri. Tasgaonkar admitted in cross-examination that second

party was working at City Branch during the period 23-3-91 to 23-3-93. Witness Tasgaonkar also admitted that the information given in the inspection report at Exh. 35 about working days of second party is correct.

30. So, firstly, it is established by the second party that he worked with the first party from 23-3-91 to 23-3-93 and he worked for more than 240 days in a year.

31. However, the inspection report at Exh. 35 do not mention about whether second party worked as a part time sweeper or full time sweeper during that period.

32. In cross-examination, the second party denied that he was appointed as a part time sweeper. However, he admitted in cross examination that after the Assistant Commissioner refused to refer his dispute, he had filed W. P. No. 1592/99 before the Hon'ble High Court. Second party admitted that he has not produced the documents in this reference which were produced along with the W.P. Second party further admitted that he had mentioned in the annexure to his W.P., that he worked as a part time sweeper from 12-3-91 to 7-7-91. Second party also admitted that he worked as a badli sweeper from the period from 8-7-91 till 3-4-93. He denied that he was transferred by first party on 3-4-93. Second party admitted that on 23-5-93 he had submitted an application to the first party that he may be given appointment permanently.

33. These admissions given by the second party in cross-examination shows that initially second party was appointed as a part time sweeper. It is also established that second party worked as badli sweeper during the period 8-7-91 till 3-4-93. So, it is clear that second party was not appointed as a regular full time sweeper by the first party.

34. It is the contention of first party that they have not terminated the services of the second party but second party himself had abandoned the services of the first party. On this point witness Shri Tasgaonkar denied in cross examination that second party was terminated from services on 4-4-93. Witness Tasgaonkar further stated that they have not sent any letter to the second party during the period from 4-4-93 to 18-1-94 because his services were not required. Another witness Smt. Anuradha Iale for the first party also stated in cross-examination the first party did not send any letter to the second party to join his duties during the period from 4-4-93 to 18-1-94. She further stated that first party has not given any show cause notice or charge sheet for his absence.

35. So, it is clear from the evidence of both the witnesses of the first party that first party had not sent any letter or notice to the second party during the period from 4-4-93 to 18-1-94. Ld. Advocate for the second party argued that even in the case of abandonment of the service, employer had to give notice to the employee. Ld. Advocate for the second party relied on following authorities on this point.

1. 1997 (4) LLN 150 Mahmadsha Ganishah Patel and Mastanbaug Consumers' Co-operative Wholesale and Retail Stores Ltd. and another. In this authority, Hon'ble Bombay High Court held that...

"even in case of abandonment of service, employer has to give notice to employee calling upon him to resume his duty-if he fails to do so an enquiry has to be held then pass appropriate order of termination had to be passed. Abandonment of service is a matter of intention. Such intention in the absence of supportable evidence cannot be attributed to employee."

2. 1996 (1) CLR 172 Gangaram K. Medakar Vs. Zanith Safe Mfg. Co. & Ors. In this authority Hon'ble Bombay High Court held that.....

in case of voluntary abandonment of service, it is matter of intention. It is a matter in case of inference being drawn on given set of facts. The employer unilaterally cannot say that the workman is not interested in employment and it is for this reason that a domestic enquiry is required to be held."

3. 1996 (1) CLR 439 Dharmaraj Vithoba Natekar Vs. Unique Industries & Ors. In this authority Hon'ble Bombay High Court held that....

"In this writ petition, Hon'ble High Court did not accept that case of abandonment and observed that though the circumstances do indicate that the petitioner was careless with regard to his service but they do not make out a case of voluntary abandonment of service. The Hon'ble High Court therefore directed reinstatement."

4. 1996 (72) FLR 518 M/s. Jai Maakali Aluminium Metal Works, Agra and Tilak Raj and others. In this authority Hon'ble Allahabad High Court held that.....

"When employee remained absent on account of injury suffered while on duty and he was on medical leave. It is not case of abandonment of employment. Reinstatement with continuity of service was directed."

5. 1993 (III) CLR 518 International Airport Authority of India Vs. Viru Muthu Sukhilingam and Another. In this authority Hon'ble Bombay High Court held that....

"At the highest only negligence could be inferred for not reporting for duty upto 31-12-83 but it could not be said that workman was guilty of abandonment of service."

6. 1993-(II)-LLN 346 M. Sankaranarayanan and (1) First Additional Labour Court (2) Vijaya Suresh Combines, Madras. In this authority Hon'ble Madras High Court held that....

"The findings of Labour Court as to abandonment of service was rendered on sufficient ground and hence cannot be disturbed. The parameters to constitute abandonment were explained."

7. 1996 LAB LC. 1319 B.G. Saraswat Vs. Engineers India Ltd. In this authority inference of abandonment of service was drawn from prolonged unauthorised absence of an employee. Employee took plea that he remained absent due to prolonged illness and never abandoned the service. Neither any enquiry was held nor any opportunity was afforded. It was held by the Hon'ble Delhi High Court that order of terminating services is violative of the principles of natural justice.

36. I have gone through all above mentioned authorities relied by the Ld. Advocate for second party. In the present case second party was not regular permanent employee of first party. The facts of present case are quite different than the authorities cited supra. Hence, the ratio laid down in the above mentioned authorities are not applicable to the present case.

37. Ld. Advocate for first party argued that even though second party has completed 240 days of continuous service he is not entitled for the reinstatement or appointment on similar post as he was not regular employee of first party. Ld. Advocate for first party relied on following authorities.

1. Legal Digest October, 2006-307 Reserve Bank of India Vs. Gopinath Sharma & Anr. In this authority Hon'ble Supreme Court held that.....

"When it is not proved that terminated daily wage worker was working on regular basis, he is not entitled for reinstatement or appointment to similar post or back wages on the principle of no work no pay."

2. Legal Digest October, 2003-296 Ramkrishnaa Kama & Ors. Vs. State of Karnataka. In this authority Hon'ble Supreme Court held that.....

"The claim for regularisation not based on any law nor any rules so as to governs their service conditions. Mere fact that they continued in service for number of years would not entitled them for regularization."

3. Legal Digest April, 2005-94 Dhanpur Sugar Mills Ltd. Vs. Bhola Singh. In this authority Hon'ble Supreme Court held that.....

"When workman is appointed in terms of scheme of daily wages, he does not derive any legal right to be regularized."

It is further observed that.....

"Completion of 240 days of continuous service may not itself be a ground for regularization, particularly when the workman had not been appointed in accordance with the extent rules."

4. Legal Digest January, 2004-46 State of UP Vs. Presiding Officer, Labour Court, Agra & Ors. In this authority Hon'ble Allahabad Court held that.....

"The daily wagers have no right to post and have no protection of Article 311 of Constitution of India-Non-

renewal of contractual employment and dispensing of engagement at any stage without any reason in terms of appointment does not amount to retrenchment under Sec. 2(oo) of Industrial Disputes Act."

5. Legal Digest April, 2001-264 Karnataka State Road Transport corporation and Anr. Vs. B. B. Tabasi & Ors. In this authority Hon'ble Karnataka Court held that.....

"A casual labour and any person as such in government department, in any statutory organization or any movement agency, despite the fact that they complete 240 days of work, they cannot claim any right of regularization. The provisions of Sec. 11(A), of I. D. Act cannot be abused or misused to circumvent legal provision relating to selection and abandonment."

38. I have gone through all the above mentioned authorities relied on by the Ld. Advocate for first party. In the present case, second party worked as a temporary/badli worker of first party. No doubt, second party had worked for 240 days continuously with the first party. However, as per the ratio laid down by Hon'ble Supreme Court in above mentioned authorities, it is clear that second party cannot claim any right of regularization even though he has completed 240 days continuous service.

39. Ld. Advocate for first party has also produced services regulations of first party L.I.C. (India). In respect of temporary staff, it is provided by Rule-8 that a Managing Director, Executive Director (Personnel), a Zonal Manager or Divisional Manager may employ staff in Classes-III & IV on temporary basis subject to such general or special directions as may be issued by the Chairman from time to time. It is further provided by Sub-Rule 2 that no person appointed under Sub-Regulation-1 shall only by reason of such appointment be entitled to absorption in the service of corporation or claim preference for recruitment to any post.

40. So, it clear that by regulation of LIC, India that temporary employee is not entitled to absorption in the service of corporation or claim preference for recruitment to any post. In the present case it is admitted fact that second party was temporary employee of first party. So, as per the regulation of LIC, India, which is binding on its employees, second party is not entitled for absorption in the employment of first party.

41. On this point Ld. Advocate for second party argued that Industrial Disputes Act holds where the dispute arose and the LIC Act guides as other matters are concerned. Ld. Advocate for the second party relied on the following authorities on this point.

1. Labour Law Journal Vol.1-1981-1 Life Insurance Corpn. Of India and D.J. Bahadur and others Between Chandrasekhar Bose and others and Union of India and others. In this authority Hon'ble Supreme Court Laid down that.....

"Industrial Disputes Act holds where the dispute arose and the LIC Act guides as other matters are concerned."

42. I have gone through this authority the facts of this authority are quite different, hence ratio laid down in this authority is not applicable to this case.

43. Another material point to be taken into consideration is that first party has issued the appointment to the second party by letter dtd. 19-1-94 and second party was appointed as a part time sweeper at Pimpri Branch. However second party did not join his duty and wrote a letter to first party that he should be given appointment on full time basis. Second party has clearly admitted in his cross examination that he was given appointment letter as a part time sweeper and he did not join Pimpri Branch as per letter dtd. 19-1-94. Second party also admitted that he sent letter to LIC on 23-2-94 that he may be given full time job.

44. These admissions given by the second party are very material. It clearly establishes that second party was offered appointment of part time sweeper, but he refused to join his duties. It shows that second party was not interested in the job with the first party.

45. In view of above discussion, it is clear that second party was in the employment of the first party as a temporary employee. So, even though he has completed 240 days continuous service, he is not entitled for reinstatement. It is also to be noted that there is no specific evidence about oral termination of service of second party. So also, second party refused to join the duty as per the appointment letter dtd. 19-1-94 issued by first party. Hence, I come to the conclusion that second party failed to prove that he is illegally terminated from the services by the first party. Hence the action of first party is legal and justified. I answer Issue No. 1 in the affirmative.

46. As second party failed to prove that he is illegally terminated from services, he is not entitled to any reliefs as claimed. Hence, I answer Issue No. 2 in the negative and proceed to pass following Order.

ORDER

1. The reference is hereby rejected.
2. No order as to costs.

Place : Pune

Date : 11-4-2007 Mrs. S. S. SAWANT, Presiding Officer

नई दिल्ली, 4 जून, 2007

का. भा. 1884.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन बैंक के प्रबंधन के संबद्ध निरीक्षकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 18/2006)

को प्रकाशित करती है, जो केन्द्रीय सरकार की 1-6-07 को प्राप्त हुआ था।

[सं. एल-12012/125/2005-आई अर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 4th June, 2007

S. O. 1884.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 18/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of Indian Bank and their workmen, received by the Central Government on 1-6-2007.

[No. L-12012/125/2005-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 25th April, 2007

PRESENT

K. Jayaraman,
Presiding Officer

Industrial Dispute No. 18/2006

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their workmen)

BETWEEN

Sri K. Anilrasu

I Party/Petitioner

AND

The Deputy General Manager,
Indian Bank, Circle Office,
Dharmapuri.

II Party/Management

APPEARANCE

For the Petitioner : M/s. K. M. Ramesh,
Advocates

For the Management : M/s T. S. Gopalan & Co.,
Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-12012/125/2005-IR(B-II) dated 24-2-2006 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :—

"Whether the action of the management of Indian Bank in imposing the punishment of compulsory retirement with superannuation benefits for the

alleged misconduct said to have been committed by Shri K. Arularasu is legal and justified? If not, to what relief the workman is entitled to?"

2. After the receipt of the reference, it was taken on file as I.D. No. 18/2006 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows:—

The Petitioner namely Mr. K. Arularasu joined the services of Respondent/Bank as clerk/shroff and worked in Buddireddipatti branch in Dharmapuri District. While so, he was issued with three show cause notices dated 21-6-2002. The first show cause notice alleged that the Petitioner while working as agricultural assistant in Buddireddipatti branch had issued a no-due certificate to Sri K. Theerthagiri, S/o. Sri Kolandai to enable him to avail loan from Harur Co-operative Agriculture and Rural Development Bank Ltd. with forged signature of Branch Manager of Buddireddipatti branch for pecuniary gains. Similarly, the second show cause notice alleged that the Petitioner while working as agricultural assistant had issued no-due certificate to Sri S. Kumar, S/o. Subramani, Kandagoundanur to enable him to avail loan from State Bank of India, Kadathur with forged signature of Branch Manager of Buddireddipatti branch and affixed branch seal for pecuniary gains. In the third show cause notice, it is alleged that while the Petitioner was working as cashier in Buddireddipatti branch on 24-5-2002 received a cash remittance made by Smt. Mani, representative of M/s. Sembaruthi Mahalir Mandram for the credit of M/s. Sembaruthi Mahalir Mandram S.B. Account No. 6865 and released the counter foil also duly signed by him. However, as per details of denomination of cash received by him, the remittance was Rs. 2135, But while arriving at the total it had been made as Rs. 935 and as a consequence of the above, there should be excess cash of Rs. 1200 which the Petitioner neither returned excess cash to the remitter nor reported the excess cash for proper accounting by the branch management. While the representative of Sembaruthi Mahalir Mandram enquired about the shortage of cash of Rs. 1200, the Petitioner telephoned to one Sri Dharmalingam, noon meal organizer and informed him that an excess cash amount of Rs. 1000 was with him. On enquiry by the vigilance officer, the Petitioner by his letter dated 6-6-2002 that he altered 100 rupee denomination as 100X2=200 from the originally written denomination as 100 X14=1400 and taken the difference amount of Rs. 1200. But in the explanation, he denied the allegations in show cause notice and therefore, an enquiry was conducted in which ten witnesses were examined on the side of the management and the Enquiry Officer has held that the charge framed against the Petitioner has been proved and the Disciplinary Authority has accepted the findings of the Enquiry Officer and imposed the punishment of

compulsory retirement with superannuation benefits. The appeal filed by the Petitioner was also dismissed. The action of the Respondent/Management in imposing upon him the compulsory retirement is illegal, unjustified and it is also a case of victimisation and unfair labour practice. The Petitioner has been made as a scapegoat for no fault of his. The Petitioner has not committed any misconduct warranting initiation of disciplinary proceedings against him. No due certificates were not issued by the Petitioner. The complaint made by Sembaruthi Mahalir Mandram is false, baseless and unfounded. The Disciplinary Authority and the Enquiry Officer failed to appreciate the evidence given by the witnesses and therefore, the finding is perverse and bad in law and the findings of the Enquiry Officer are not based on any evidence available on record and he has arrived at the conclusion on assumption, presumption, surmises and conjectures and they are not sustainable either in law or on facts. The Respondent/Management did not issue second show cause notice before imposing the punishment of compulsory retirement against the Petitioner which is in violation of Bipartite Settlement and also against the principles of natural justice and the Appellate Authority had disposed of the appeal without applying its mind on any grounds. This Tribunal has got ample powers to come to an independent conclusion under section 11A of the I.D. Act. Hence, for all these reasons, the Petitioner prays this Tribunal to pass an award directing the Respondent/Bank to reinstate him into service with continuity of service; back wages and other consequential benefits.

4. The Respondent management in its Counter Statement contended that the Petitioner was proceeded with by way of disciplinary action for certain acts of misconduct and awarded with the punishment of compulsory retirement. While he was working as cashier in, Buddireddipatti branch on 25-4-2002 he received a cash remittance made by Mr. Mani a representative of Sembaruthi Mahalir Mandram with S. B. Account No. 6865 and released the counter foil duly signed by him. As per the details, the denomination of cash received by him was of Rs. 2135, but in the challan remitted amount remitted was written as Rs. 935 and therefore, there should have been an excess amount of Rs. 1200 in cash balance as at the close of 24-5-2002. As per the established practice, any excess amount should have been reported to the Branch Manager. However, the Petitioner did not do so. When the Sembaruthi Mahalir Mandram approached the Petitioner to rectify the mistake, initially he resisted but later on, he agreed to make good a sum of Rs. 1000 only through mediator and subsequently, he paid that amount to the account of Sembaruthi Mahalir Mandram. Secondly, one Sri S. Kumar who had availed a loan from Buddireddipatti branch and even when the loan was overdue and outstanding the Petitioner arranged for the issue of no-due certificate to Sri S. Kumar to enable him to avail loan from State Bank of India, Kadathur. Similarly, one

Mr. Theerthagiri, whose wife had an outstanding loan at Buddireddipatti branch was able to get a no-due certificate through the Petitioner to enable him to obtain loan from Harur Co-operative Agriculture and Rural Development Bank Ltd. In both the cases, the Petitioner forged the signature of Branch Manager and misused the seal of the bank, when the said banks verified the matter with the Respondent/Bank, it has come to light that no such no due certificate was issued by them. Since the petitioner has denied the charges framed against him, an enquiry was conducted and 10 witnesses were examined to support the charge. The Enquiry Officer gave a report holding that the charges against the Petitioner were proved on 15-9-2003 and the Disciplinary Authority imposed the punishment of compulsory retirement with superannuation benefits. Therefore, the punishment awarded to the Petitioner is fully valid in law and the same should not be interfered with for all or any of the reasons urged by the Petitioner. The Petitioner has failed to account for excess cash received from the customer to the bank. Whenever excess cash is found, it is kept in sundry deposit account of the branch and thus, he has failed to discharge his duties diligently and he has no authority to keep excess cash with him. It is false to allege that the vigilance department forced the Petitioner to make a statement admitting the guilt. The Petitioner had a definite role to play in the three transactions covered by the charge sheets and no due certificates, to Sri S. Kumar and K. Theerthagiri could not have been issued but for the involvement and interference by the Petitioner because issuance of no-due certificate to the borrower is not a private transaction. Thus, the Petitioner has acted dishonestly and indulged in manipulation of records to enrich himself. The findings of the Enquiry Officer are based on material evidence supported by adequate reasoning and hence, they are fully justified. The Disciplinary Authority issued the 2nd show cause notice proposing the punishment offering a personal hearing vide order dated 3-5-2004. The Petitioner fully understood the proposed punishment and made his representation. Therefore, the provisions of Bipartite Settlement were fully complied with and the Appellate Authority considered all points raised by the petitioner in detail and has given reasons for not accepting the same. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are—

- (i) "Whether the action of the Respondent/Management in imposing the punishment of compulsory retirement with superannuation benefits on the Petitioner is legal and justified?"
- (ii) "To what relief the Petitioner is entitled?"

Point No. 1 :

6. The allegations against the Petitioner are that

while the Petitioner was working as clerk/shroff in Buddireddipatti branch of the Respondent/Bank in Dharmapuri district disciplinary proceedings were taken against him for three charges of which the first charge is that while he was working as agricultural assistant in that branch, he had issued no due certificate to Sri K. Theerthagiri to enable him to avail loan from Harur Co-operative & Rural Development Bank Ltd., with the forged signature of the Branch Manager of Buddireddipatti branch for pecuniary gains. The second charge is that while he was working as agricultural assistant, he issued no due certificate to Sri S. Kumar to enable him to avail loan from State Bank of India, Kadathur branch with the forged signature of Branch Manager of Buddireddipatti branch and affixed the above seal for pecuniary gains. The third charge is that while he was working as cashier in Buddireddipatti branch on 24-05-2002 received a cash remittance made by Mrs. Mani, representative of M/s. Sembaruthi Mahalir Mandram with S. B. Account No. 6865 and released counterfoil duly signed by him. However, as per the details of denomination of cash received by him the remittance was Rs. 2135 but while arriving at the total it had been made Rs. 935 and as a result, there should have been excess cash of Rs. 1200, which he Petitioner neither returned to remitter as excess cash nor reported excess cash for proper account by branch management. Furthermore, on 30-05-2002, when the representative of Mahalir Mandram had enquired about the shortage of cash of Rs. 1200, the Petitioner telephoned to Mr. Dharmalingam, Noon-meal organizer and informed him that the excess cash amount of Rs. 1000 was with him. He has also admitted this in his letter dated 6-6-2002 addressed to Vigilance Officer, Circle Office, Salem and further admitted that he had altered 100 rupee denominations as $100 \times 2 = 200$ from the originally written denomination as $100 \times 14 = 1400$ and taken the difference amount of Rs. 1200. Though these charges were framed against him and domestic enquiry was held against him, the Enquiry Officer has not conducted the enquiry in a proper way and the Vigilance Officer forced the Petitioner to give a statement admitting his guilt and threatened him with dire consequence of police action and obtained the admission letter. Further, though the Respondent/Management has examined ten witnesses, none of them has proved the charge framed against the Petitioner and therefore, the findings given by the Enquiry Officer that Charges framed against the Petitioner were proved is without any substance. It was argued on behalf of the Petitioner that the action of the Respondent/Management in imposing the punishment of compulsory retirement is illegal and unjustified and it is also a case of victimisation and unfair labour practice. It is further argued that the Petitioner has been made as scapegoat for no fault of his. Therefore, on behalf of the Petitioner, it is contended that the action initiated against him is illegal and unwarranted and the Petitioner has not committed any misconduct warranting initiation of disciplinary proceedings

against him. It is also further contended that the so called complaint made by Sembaruthi Mahalir Mandram is false, baseless and unfounded. No doubt, excess amount of Rs. 1000 was found by the Petitioner on 24-5-2002 and on finding that there was excess cash, he immediately informed Mr. Dharmalingam, Noon-meal Organizer to convey the same to Sembaruthi Mahalir Mandram to collect the excess cash of Rs. 1000, therefore, he has no intention of misappropriation or temporary misappropriation of the amount and he has no intention or motive to make unlawful gain for himself from the transaction. When the witnesses examined by the Respondent/Management have clearly stated that no due certificate cannot be issued by the Petitioner and the concerned person has paid the money to one Mr. Yuvaraj and obtained the no-due certificate, the finding given by the Enquiry Officer that the Petitioner alone is responsible for the issue of no-due certificate is *per se* illegal and perverse and contrary to evidence on record. There is no direct or indirect evidence is the enquiry to prove the charge framed against the Petitioner. Under such circumstances, the findings given by the Enquiry Officer and the punishment imposed by the Disciplinary Authority is illegal. It is also argued on behalf of the Petitioner that the Appellate Authority of the Respondent/Management had not disposed of the appeal in accordance with the Provisions of Bipartite Settlement and it suffers from vice of non-application of mind and therefore, an award may be passed in favour of the Petitioner by setting aside the orders passed by Respondent/Management.

7. But, as against this, learned counsel for the Respondent argued that though it is alleged on behalf of the Petitioner that the Petitioner has informed Sembaruthi Mahalir Mandram with regard to excess cash, as a clerk cum cashier he has to discharge his duties as per rules and regulations and to the utmost satisfaction of the superiors with honesty/integrity as he is dealing with public money. In this case, the Petitioner has failed to account for the excess cash received from a customer namely Sembaruthi Mahalir Mandram of the bank. It is known to him that whenever excess cash is found, it is being kept in Sundry deposit account of the branch. Thus, he has failed to discharge his duties diligently and he has no authority to keep excess cash with him. It is also argued on behalf of the respondent that the allegation of the Petitioner that the vigilance department forced the Petitioner to make a statement admitting his guilt is false. On the other hand, from the records, it is clear that he has not informed the bank authorities with regard to the excess cash received by him as per rules and regulations. With regard to issuance of no-due certificate, the Petitioner had a definite role to play in the three transactions and the said certificate to Sri S. Kumar and K. Theerthagiri could not have been issued but for the involvement and interference by the Petitioner because issuance of no-due certificate to the borrower is not a private transaction and only by missing his official

position as agricultural assistant and knowing the status of borrowers/loan accounts, the Petitioner has acted dishonestly and indulged in manipulation of records to enrich himself. Though one Mr. Yuvaraj has not been examined in this case, it is established by an evidence that he is a relative to the Petitioner. Under such circumstances, it cannot be said that non-examination of Mr. Yuvaraj is fatal to the charge framed against the Petitioner. In this case, in the departmental enquiry, the dishonesty of the Petitioner has been established and therefore, his subsequent confession or his having made good the money would not mitigate against the finding of the guilt. The findings of the Enquiry Officer are based on material evidence supported by adequate reasoning and they are fully justified. No doubt, there is no direct evidence with regard to preparation of no due certificate by the Petitioner, on the other hand, the circumstantial evidence clinchingly proves that it is only the Petitioner who has behaved with regard to issuance of non-due certificate, therefore, the findings given by the Enquiry Officer are justified and the imposition of punishment by the Disciplinary Authority is fair and reasonable. Learned counsel for the Respondent also argued that since the Respondent is involved in banking business, absolute devotion, diligence, integrity and honesty need to be preserved by the every bank employee failing which public/account holders would loose confidence in the Respondent/Management. In this case, since the Petitioner has committed financial irregularities there cannot be a punishment other than dismissal to instill the confidence of public in the Respondent/Bank and the Respondent Bank has settled the terminal benefits due to the Petitioner. The Petitioner placed the Respondent/Bank in embarrassment and he has committed misconduct to damage the image of the Respondent/Bank in rural area. Therefore, the punishment imposed by the Disciplinary Authority is fully justified.

8. But, then again the learned counsel for the Petitioner argued that in this case the allegation against the Petitioner is charge of misappropriation. Therefore, the burden of proof lies upon the Respondent/Management. Since this charge is a serious charge, the burden to establish the same is on the person who alleging the same namely the Respondent/Management. He argued that in this case, the serious charge has not been established with any satisfactory evidence and they relied on a vague inference to be drawn from the evidences of witnesses and therefore, it cannot be said that the charges framed against the Petitioner are proved. He relied on the rulings reported in 1984 II LLJ 841 ROCHO (P.B.) Vs. UNION OF INDIA & ORS. wherein the Kerala High Court has held that "with regard to standard of proof required in departmental disciplinary proceedings, there is a scope of judicial review of the decision of competent authority in disciplinary proceedings". In that case, the charge framed against the Petitioner is theft and since the theft is a serious charge,

the High Court has held "it is true that the standard of proof of criminal offence in civil or departmental proceedings is that of balance of probabilities and not proof beyond reasonable doubt as in criminal proceedings". There is no need to import into civil proceedings "the formula used for the guidance of Juries in criminal cases." The standard of proof varies in either proceeding according to the gravity of the charge. What is the appropriate degree of probability that is required in a given case depends on what is at stake. This principle holds good with equal force in disciplinary proceedings where although the rules of evidence and procedure of a civil court are not strictly applicable in cases involving serious charges with consequences as grave as dismissal, the standard of fairness and reasonableness as interpreted and adopted by the civil court will apply to meet the ends of justice. Relying on this decision, learned counsel for the Petitioner argued that in this case, the charge of misappropriation which is a serious charge has not been proved with any satisfactory evidence and there is no intention to misappropriate the amount of the account holder and he has informed the excess cash to the concerned party even on the date of remittance and under such circumstances, it cannot be said that the charge of misappropriation has been proved with satisfactory evidence.

No doubt, I find some force in the contention of the learned counsel for the Petitioner, but on perusing the entire records, I am of the opinion that there is no point in this argument because the Petitioner who worked as clerk/shroff for number of years must know that he has received the excess amount during the remittance and he must inform the same to the higher officers of the branch immediately. But, in this case, though the Petitioner has received the excess amount, he has not informed the same to the concerned authorities immediately. On the other hand, he has dealt with the amount and he has also contacted the party and he was bargaining with the party. Under such circumstances, I am not in a position to accept the contention of the learned counsel for the Petitioner that the Petitioner has no intention to misappropriate the amount. Further, in this case, though he has received excess amount of Rs. 1200/- at the first instance he has stated that he has received only excess amount of Rs. 1000/- and he has also argued with the party that he has not received more than Rs. 1000/-. Under such circumstances, it clearly established the mala fide on his part, therefore I am not inclined to accept this contention of the learned counsel for the Petitioner. With regard to other charges, no doubt, there is no direct evidence to prove that the Petitioner has prepared the no-due certificate issued to Mr. Kumar and Mr. Theerthagiri. On the other hand, from the evidence and from the records, it is established in the enquiry that without the connivance or without the help of the Petitioner, no one can prepare no due certificate. No doubt, the forged part of the signature has not been proved, but, I find force in the allegation that he is responsible for issuance of no-

due certificate given to the concerned persons and under such circumstances, I am not inclined to accept the contention of the Petitioner that the charges framed against him are not proved in the enquiry.

10. Again, learned counsel for the Petitioner relied on the rulings reported in 1987 Writ L.R. 18 Vincent. D Vs. The Director of Government Examinations, where in the division Benches of the Madras High Court has held that "in any departmental proceedings, where a charge is made against a teacher that he has produced a bogus certificate meaning thereby he has fabricated the marks which he has obtained to show that he has passed the examination, it is in effect a criminal charge of fabrication of a document and forgery. Though in a departmental proceeding strict standard of proof necessary in a criminal prosecution cannot be insisted upon at the same time, it would be wholly improper to hold a person guilty of such a charge except of sufficient and reliable material to prove that the marks actually obtained were different from those shown in the marks list." Relying on this decision, learned counsel for the Petitioner argued that in this case, though the Respondent/Bank alleged that the Petitioner has forged the signature of the Branch Manager of Buddireddipatti branch, the said allegation was not established before the enquiry with any satisfactory evidence, under such circumstances, it cannot be said that he is responsible for the issuance of no-due certificate issued to Mr. Kumar and Mr. Theerthagiri and hence, it cannot be said that the charges framed against the Petitioner were proved in the domestic enquiry.

11. Here again, though I find some force in the contention of the learned counsel for the Petitioner, I am not inclined to accept the contention because it is well established by the Respondent/Management that the Petitioner had definite role to play in the transactions covered by charge sheets especially when he had admitted the excess cash of Rs. 1000/- when it is for Rs. 1200/-, therefore, it cannot be said that the charges were unreal and imaginary. Under such circumstances, I find this point against the Petitioner.

Point No. 2 :

The next point to be decided is to what relief the concerned employee is entitled ?

12. In view of my foregoing findings that the action of the Respondent/Management in imposing the compulsory retirement with superannuation benefits on the Petitioner for the alleged misconduct is legal and justified, I find the Petitioner is not entitled to any relief as claimed by him. No Costs.

13. Thus, the reference is answered accordingly.

(Dictated to the P. A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 25th April, 2007)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

On either side : None

Documents Marked :**For the I Party/Petitioner :**

Ex.No.	Date	Description
W1	21-06-02	Xerox copy of the show cause memo issued to Petitioner
W2	21-06-02	Xerox copy of the show cause memo issued to Petitioner
W3	21-06-02	Xerox copy of the show cause memo issued to Petitioner
W4	10-07-02	Xerox copy of the letter from Petitioner to Respondent
W5	10-07-02	Xerox copy of the reply of Petitioner to show cause memo
W6	10-07-02	Xerox copy of the reply of Petitioner to show cause memo
W7	15-07-02	Xerox copy of the reply of Petitioner to show cause memo
W8	15-07-02	Xerox copy of the letter from Petitioner regarding Perusal of documents
W9	25-07-02	Xerox copy of the reply given by Petitioner to memo
W10	29-07-02	Xerox copy of the Reply given by Petitioner to memo
W11	30-07-02	Xerox copy of the reply of Petitioner to memo
W12	02-08-02	Xerox copy of the charge memo & suspension order Issued to Petitioner
W13	Nil	Xerox copy of the defence summing up submitted to Enquiry Officer
W14	Nil	Xerox copy of the findings of the Enquiry Officer
W15	Nil	Xerox copy of the comments of Petitioner over findings of Enquiry Officer
W16	03-05-04	Xerox copy of the order of Respondent proposing the Punishment of dismissal from service
W17	26-05-04	Xerox copy of the reply of Petitioner regarding proposed Punishment
W18	01-07-04	Xerox copy of the final order of punishment passed against Petitioner
W19	13-08-04	Xerox copy of the appeal preferred by Petitioner
W20	15-02-05	Xerox copy of the order of Appellate Authority

W21	17-02-05	Xerox copy of the letter from Respondent enclosing order of General Manager
W22	16-05-05	Xerox copy of the petition filed by Petitioner before Assistant Labour Commissioner (Central), Chennai
W23	22-07-05	Xerox copy of the reply filed by Respondent before Assistant Labour Commissioner (Central).

For the II Party/Management :

Ex. No.	Date	Description
M1	21-01-03	Xerox copy of the proceedings of domestic enquiry
M2	27-07-03	Xerox copy of the Presenting Officer's summing up Statement to Enquiry Officer
M3	24-05-02	Xerox copy of the remittance challan by Sembathuruthi Mahalir Mandram
M4	Nil	Xerox copy of the S. B. challan remitted by Petitioner
M5	Nil	Xerox copy of the Pass book of A/c. No. 6865
M6	Nil	Xerox copy of the S.B. A/c. No. 6865 ledger sheet
M7	Nil	Xerox copy of the resolution No. 19 of Sembathuruthi Mahalir Mandram
M8	Nil	Xerox copy of the covering letter of Branch Manager Regarding complaint from Sembathuruthi Mahalir Mandram
M9	04-05-02	Xerox copy of the covering letter of Branch Manager Regarding no-due certificate
M10	17-05-02	Xerox copy of the covering letter of Branch Manager Regarding no-due certificate
M11	15-06-02	Xerox copy of the investigation report
M12	17-06-02	Xerox copy of the investigation report
M13	17-06-02	Xerox copy of the investigation report
M14	26-05-04	Xerox copy of the proceedings of personal hearing before Disciplinary Authority
M15	16-08-04	Xerox copy of the appeal preferred by Petitioner
M16	04-12-04	Xerox copy of the notice of Personal hearing
M17	23-12-04	Xerox copy of the proceedings of personal hearing before Appellate Authority.

नई दिल्ली, 5 जून, 2007

का. अ. 1885.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एयर लाइंस लि. के प्रबंधन के संबद्ध नियोजकों और उनके कामकाजों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में राष्ट्रीय औद्योगिक अधिकरण/ग्राम न्यायालय, मुम्बई के पंचाट (संदर्भ संख्या कंप. एन टी बी-1/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-2007 को प्राप्त हुआ था।

[सं. एल-20013/1/2007-आईआर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 5th June, 2007

S.O. 1885.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. comp. NTB-1/97) of the National Industrial Tribunal/Labour Court, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Air Lines Ltd. and their workman, which was received by the Central Government on 1-6-2007.

[No. L-20013/1/2007-IR(C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, MUMBAI

PRESENT

Justice Ghanshyam Dass, Presiding Officer

Complaint No. NTB-1 of 1997

(Arising out of Ref. No. NTB-1 of 1990)

Parties :

Shri R.V. Savant : Complainant

V/s.

Indian Airlines Ltd., Mumbai : Opp. Party

Appearances :

For the complainant : Ms. Kunda Samant Adv.

For the Opp. Party : Mr. Dixit, Counsel
Mrs. Chhaya, Adv.
Ms. P. Janvekar, Adv.

State : Maharashtra

Mumbai, dated this 18th day of May, 2007

AWARD

1. This is a complaint under Section 33 A of the Industrial Disputes Act, 1947 (for short the Act) filed by Mr. R.V. Savant (the workman for short) against the Indian Airlines (the Company for short) through its Regional Directors.

2. The workman was employed as Master Technician with the Company since 14-2-1979. He was required to work upon the Electrical Equipments of Planes and check them under the supervision and control of a Electrical Engineer. He was arrested on 9-9-1996 being a suspect of being involved in smuggling of 55 gold bars worth Rs. 33,00,000 along with one fellow employee Mr. Kadam which led to his deemed suspension and to the termination of services by means of a resolution passed by the Board of Directors in its 23rd Meeting held on 25-5-1996 which resulted in communication of the letter order dtd. 3-1-1996 to the effect that the Board of Directors of the Company decided to terminate his services with immediate effect. The relevant portion of the memorandum of which the resolution was passed is as under :

Indian Airlines Ltd.

23rd September 1996

23rd Meeting

MEMORANDUM

(Item No. 70-C)

"A report was received from the Western Region, Indian Airlines that on the night of the 8th/9th of September, 1996, Shri R.V. Savant, Master Technician (Emp. No. 322458) and Shri C.S. Kadam, Engineering Helper (Emp. No. 334669) Western Region were intercepted by the Air Intelligence Unit of the Customs Department, Mumbai, in connection with removal of contraband gold. Fifty five gold bars of 10 tolas each were recovered from aircraft VTF-ELW (AB300) and were found in the possession of Shri C.S. Kadam. Both Shri R.V. Savant and Shri C.S. Kadam have admitted to removal of these goods from the aircraft on sent No. 31B of aircraft VTF-ELW which had operated IC 591/A (Hyderabad/Sharjah/Mumbai and IC 631/632 (Mumbai/Karachi/Mumbai) on the 8th of September, 1996. Photocopy of the letter No. SD IN1AU/116/96 APD dated the 11th September, 1996 received from the Assistant Commissioner of Customs (AP) Air Intelligence Unit, Mumbai is attached at Annex-I". These and other cases of concealment of contraband on board the aircraft have been reported in a large number of newspapers, causing irreparable damage to the reputation of Indian Airlines. Copies of samples of some press clippings are attached at Annex-III. These acts are illegal, as well as anti national. More importantly they also pose a threat to security of aircraft and passengers. Removal of panels, putting items in certain portions of the aircraft which are not meant for storage of goods etc., would in all probability, jeopardize the safety of the aircraft and the lives of passengers. Such persons are clearly a security risk.

By virtue of being employees of Indian Airlines and their nature of job, such persons have access to aircraft and also undertake flight duties. They have misused the trust imposed in them by their illegal action and have made the property and system of functioning of the Company

vulnerable to misuse and external threats. The Company have therefore lost confidence in these persons.

It is therefore, proposed to dispense with the services of Shri. C.S. Kadam, Engineering Helper, his accomplice Shri. R. V. Sawant, Master Technician, Western Region and Shri. I. Nazeem Peer, Flight Puser, Southern Region, in terms of Service Regulation 13(a)(i) which is reproduced below:

Service Regulation 13 :

- (a) The services of an employee may be terminated without assigning any reasons to him/her and without any prior notice but only on the following grounds not amounting to misconduct under the Standing Orders, namely:
- (b) If he/she is in the opinion of the Corporation (the Board of Directors of Indian Airlines) incompetent and unsuitable for continued employment with the Corporation and such in competence and unsuitability is such as to make his/her continuances in employment detrimental to the interests of the Corporation.

OR

If his/her continuation in employment constitutes, in the opinion of the Corporation (the Board of Directors of Indian Airlines), a grave security risk making his/her continuance in service detrimental to the interests of the Corporation.

OR

If in the opinion of the Corporation (the Board of Directors of Indian Airlines) there is such a justifiable lack of confidence which having regard to the nature of duties performed, would make it necessary in the interest of the Corporation, to immediately terminate his/her services.

Submitted for approval."

Thereafter, the following resolution was passed:

Indian Airlines Limited

Extracts from the Minutes of the 23rd Meeting of the Board of Directors of Indian Airlines Limited held on 25th September, 1996.

Item No. 20-C Termination of service—Employees involved in Smuggling Activities:

The Board considered the Memorandum giving particulars of incidents in which the 3 employees were involved and was unanimously of the opinion that continued employment of these persons would be highly detrimental to the interests of the Company and the safety of the public traveling in its aircraft.

It was further resolved to terminate their services simpliciter and orders be issued accordingly.

3. After contest by the Company and hearing of parties, the then Presiding Officer of the Tribunal vide judgement and order dt. 20-5-2003 allowed the complaint and held that termination of services of the workman was bad in law for non-filing of an application by the Company under Section 33(2)(b) of the Act and hence, the workman was to be deemed to be in service. The aforesaid judgement was challenged before the Honourable High Court of Bombay in writ petition No. 1214 of 2004 by the Company, which has been allowed vide judgement dt. 27/9/2006. The matter has been remanded to the Tribunal for decision on the issue as to whether the misconduct was the foundation of the action after taking evidence of the parties.

4. After remand, the workman filed his own affidavit dt. 05-2-2007 in lieu of his examination in chief. He has been cross examined by the learned counsel for the Company. His cross-examination is reproduced below:

"No approval application was filed by the Indian Airlines. I was Engg. Helper appointed on 4-2-1979. I became Trainee Technician on 16-1-1985. I was given training for one year. I became Aircraft Technician on 16-1-1986 after completing training. I was placed on probation for a period of six months. It was extended twice for three months each. I do not think I committed any act of misconduct. I was not given any show cause notice. I was not given any charge sheet. On 3-10-1996 my services were terminated. Termination was assessed simpliciter on the basis of the resolution dt. 3-10-1996 passed by the Board of Directors of the Company. Termination was for security reasons and loss of confidence. It is not a misconduct in Standing Orders. I was looking after the electric work of the Aircraft being Aircraft technician and has access to the Aircraft. After the arrest I was under deemed suspension. I was getting free air passages and medical treatment as per the Regulations of the Co."

5. The Company did not lead any oral evidence.

6. I have heard the learned counsel for the parties and gone through the record. I have also gone through the written submissions made by the parties and the citations referred therein.

7. The only question which needs to be decided at this juncture by this Tribunal in view of the order of remand passed by the Honourable High Court of Bombay in writ petition (supra) is as to whether the foundation of the action of the Company in terminating the services of the workman was misconduct.

8. The relevant paras of the judgment of the Honourable High Court of Bombay in the aforesaid writ petition are quoted below for the sake of convenience and brevity.

"14. In so far as the present case is concerned, it would appear from the application filed by the Respondent workman that while the workman contested the applicability of Regulation 13 on the ground that the Regulations had

ceased to remain in force after the repealing Act, there is no challenge to the validity of Regulation 13. In the circumstances, it would not be appropriate or proper for this Court to enquire into the constitutional validity of Regulation 13. There is no constitutional challenge before the Court and none has been urged in the submissions.

15. The Tribunal exercised jurisdiction on a complaint under Section 33A of the Industrial Disputes Act, 1947. Section 33A enables an employee who is aggrieved by the contravention of the provisions of Section 33 by the employer, to make a complaint in writing inter alia to the Labour Court or Tribunal. The Court or Tribunal upon receipt of the complaint is required to adjudicate upon the complaint "as if it were a dispute referred to or pending before it" in accordance with the provisions of the Act and to submit an award to the appropriate government. No evidence was led before the Industrial Tribunal on the part of the workman and the Tribunal proceeded to deal with the complaint purely on the basis of the documents which were on the record. There is merit in the grievance of the Petitioner that the Industrial Tribunal has overlooked that the jurisdiction which it was exercising was conditioned by the requirement that the Tribunal shall adjudicate upon the complaint as if it were a dispute referred to it in accordance with the provisions of the Act. The case of the workman, assuming Regulation 13 applied, was that the employer was in fact, in the guise of discharging his services by an order of termination simpliciter actually punishing him for an act of misconduct. Such a case could not be adjudicated upon purely upon the basis of an *ipsi dixit* and in the absence of evidence before the Tribunal which is a fact finding body. The reasons which have weighed with the Tribunal in holding that none of the conditions under Regulation 13 were made out are equally specious. The Tribunal holds that the security of the aircraft and of the passengers would not be affected merely because contraband gold was smuggled. This line of reasoning at with respect wholly erroneous. Nothing can be as destructive of the safety and security of the aircraft and of the safety of the passengers as wanton acts involving the smuggling of contraband impinges upon the integrity of the aircraft. The safety of a sanitised area is serious compromised. The Tribunal was of the view that once the employee was placed under suspension he would not be in a position to access the aircraft in which case it was not necessary to exercise the power under Regulation 13. This line of reasoning is entirely erroneous because the question that fell for consideration before the Tribunal was whether having regard to the nature of the incident that had taken place, the conditions precedent for the exercise of the power under Regulation 13 had been established. The fact that the employee was temporarily disabled from performing regular duties by suspension from service cannot bar the Corporation from taking recourse to the provisions of Regulation 13. The Tribunal has proceeded to hold that the

action of termination in the present case was mala fide. An allegation of malafides has to be substantiated on the basis of clear and cogent evidence. In the present case, the workman did not adduce any evidence at all and therefore there was no question of malafides being established.

16. The Tribunal has in the concluding part of its judgement held that the termination of the services of the workman was in essence a termination for misconduct. Once the termination is held as a punishment for misconduct, the provisions of Section 33(2)(b) were held to be attracted under which an approval application was required to be filed before the National Industrial Tribunal where a reference was pending at the material time. The question as to whether the power under Regulation 13 has been appropriately exercised must precede the termination whether Section 33(2)(b) is attracted. If the termination is held not to be for an act of misconduct, but a discharge simpliciter otherwise than for misconduct, the provisions of Section 33(2)(b) would *ex facie* not be attracted. At the hearing of the present proceedings, Counsel appearing for the Respondent workman, however, submitted that in such an eventuality it would be appropriate if the proceedings are remitted back to the Tribunal for the purposes of enabling the workman to lead evidence on the basis of which the issue as to whether misconduct was the foundation of the action can be decided."

9. After keeping in mind the aforesaid observations it is clear that the reasoning adopted by the Tribunal for setting aside the action of the Company and concluding that misconduct was the essence for termination did not find favour with the Honourable High Court. However, the matter is remanded back for giving an opportunity to the workman to lead evidence and decide as to whether the misconduct was the foundation of the action. From the evidence, led by the workman in this regard, I am unable to conclude that the workman has been successful in showing that the misconduct is the foundation for termination. His cross-examination makes it clear that it was not a misconduct on his part as specifically admitted by him.

9A. The validity of the Regulation 13 is not in challenge. Its virus is not in challenge as held by the Honourable High Court of Bombay nor it could be now at this stage. The Regulation 13 has not been found to be *ultra vires* so far.

10. The learned counsel for the workman laid emphasis heavily on the case of Praba D. Kanan decided before the Honourable Supreme Court of India in Civil Appeal of 2006 arising out of SLP (C) No. 22189 of 2005 and SLP (C) No. 6997 of 2006 where the Honourable Supreme Court concluded that "We have, therefore, no other option but to hold that regulation 13 would not apply to the case of Respondent (Praba Kanan). However, despite the same, we are of the opinion that the interest of justice would be served if the nature of relief to respondent granted by the High Court is upheld. We therefore, hold that although

Regulation 13 is not unconstitutional but the same is not applicable to the case of Respondent. The workman was compensated by way of grant of back wages for 8 years.

11. I feel that no help is there to the workman by the aforesaid judgement of the Honourable Supreme Court in view of remand order passed by the Honourable High Court of Bombay, quoted above. The Tribunal is required to decide only as to whether the misconduct was the foundation of the action. Keeping in mind the detailed observations made by the Honourable High Court of Bombay in the writ petition (quoted above), and the conscious consideration of the evidence on record, I conclude that misconduct was not the foundation of the action.

12. Hence, the complaint is dismissed.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 6 जून, 2007

का. आ. 1886.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 61/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

[सं. एल-40012/117/95-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 6 the June, 2007

S.O. 1886.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/96) Government Industrial Tribunal-cum-Labour Court No. 11, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 6-6-2007.

[No. L-40012/117/95-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH RAL, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, NEW DELHI

L.D. No. 61/96

In the matter of dispute between :

Shri Munish Kumar,
Son of Shri Ganga Prasad,
Village Maheshpur Thakuran,
Post-Chobani,
P.S. Subhash Nagar,
Distt. Bareilly, U.P.

: Workman

Versus

Tele District Engineer,
C. T. O. Compound,
Bareilly, -243122

: Management

Appearances:

Workman in person with his A. R. Shri B. K. Pd.
Shri V. S. R. Krishna Advocate A. R. for mgt.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/117/95-IR (DU) dated 30-5-96 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of D/o Telecommunication Bareilly in terminating the Services of Shri Munish Kumar is just and Legal? If not, to what relief the workman is entitled to?"

2. Briefly stated the facts of this case are that the workman Shri Munish Kumar claims that he has worked with the respondent Telecom Department, he worked for 60 days in the year 1985 w.e.f. 1-10-85 to 10-11-85 and thereafter he worked during the year 1988 to 1990 and thereafter he was re-engaged having been selected by the selection committee of the respondent and his name was sponsored by Employment Exchange and he worked regularly upto August, 1993. He thus claims that he worked regularly for two years from 1991 to 1993 under the Assistant Engineer Phones, Choplala, Bareilly where he was asked to sign on the attendance register w.e.f. 1-8-93 and thereafter he completed more than one year of continuous work without any break till December, 1994. He was asked to furnish details on 28-10-94 and 15-11-94 by respondent regarding his employment with the respondent but in response to this he informed the concerned officials that he was not in possession of relevant information and the same could be verified from the department concerned, thereafter he was prevented from signing attendance register w.e.f. 5-12-94 and on furnishing the requisite information his services were terminated verbally and illegally w.e.f. 1-5-94 by verbal order without notice.

3. He impugned the action of his termination as illegal and being contrary to the provisions of I. D. Act. He made representation dated 3-12-94 to A.L.C.(C) Ministry of Labour and thereafter on 18-1-95 he made another representation for holding conciliation proceedings which ended in failure as per report dated 28-7-95. Workman claims that he is entitled to conferment of temporary status as he worked for more than 240 days continuously and his termination amounts to retrenchment being in violation of section 25-F of the I. D. Act.

4. The workman claims conferment of temporary status as he has worked for more than 240 days continuously alongwith reinstatement with all consequent benefits.

5. The claim has been contested by filing written statement raising preliminary objections (1) that this court has no jurisdiction to entertain the application as respondent being a Ministry of Union of India CAT has jurisdiction and not this court.

6. On merits the claim of the petitioner is denied stating that there has been ban on recruitment/engagement of workman in the department after 30-3-85. The workman was not engaged during the year 1988 to 1990. The workman Munish Kumar never worked prior to 30-5-85 or 1-8-93. He motivated some departmental official by undue gratification or pressure or otherwise and got him engaged in the department by adopting foul and false practice (resources) and as such he was asked vide letter dated 28-10-94 and 15-11-94 to furnish details of work done prior to 30-3-85 but he did not furnish any reply asked for. Regarding wages complainant was asked to place attendance sheet along with work diary duly verified by the official under whom he worked for payment of wages. The M.O. No.00346 dated 8-7-95 of Rs. 2480/- towards payment of wages was sent to the applicant but the same was not accepted by the applicant. It is denied that there is violation of provisions of section 25 F of the I. D. Act or that workman is entitled to such relief or any other relief.

7. Written statement was followed by rejoinder wherein the controverted facts of the written statement were denied and those of claim statement were reiterated to be correct.

8. Out of pleadings the following questions arise for determination :

1. Whether the respondent is an Industry
2. Whether the workman is entitled to the status of confirmation of temporary status as claimed ? If so its effect
3. Whether the workman is entitled to reinstatement
4. Relief

9. Management examined Shri H.C. Arora MW1 but he was not made available for further or complete cross examination by the workman and his deposition cannot be read into evidence. The management then examined Shri B. S. Bhandari A.G.M. Admn. as MW 1 to support its case and the workman examined himself as WW 1 to support his claim.

10. I have heard Shri B.K.Pd A/R for the applicant workman and Shri V.S.R. Krishna Advocate A/R for the management at length and perused the record meticulously.

The findings on the above questions are as follows:

1. The question No.1 whether the respondent Telecom Department is an or not is no longer res-integra. The respondent Telecom Department has been held to be an Industry by the Supreme Court in its decision captioned

as General Manager Telecom Vs. S.S.Rao & Ors reported in (1998) 1 SL T9, following the law laid down by 7 judges bench in Bangalore Water Supply and Sewerage Board Vs. A. Rajappa reported in (1978)2 S.C.C 213, Hence respondent is held to be an Industry.

2. Now I take up questions No. 2 and 3 for determination. It is an admitted fact that there is no dispute that the workman worked for 31 days during the period w.e.f. 1-10-85 to 31-10-85 with the respondent, 30 days w.e.f. 1-11-85 to 30-11-85 as per document Ex. WW 1/2, 73 days as per document Ex. WW 1/3, from 17-12-89 to 31-12-89, 15 days, 1-1-90 to 31-1-90 31 days, 1-2-90 to 16-2-90 16 days and 1-3-90 to 19-3-90 19 days as per document Ex. WW1/4, from 4-6-91 to 30-6-91 27 days, 1-7-91 to 8-7-91 8 days vide Ex. WW1/6, 1-5-91 to 31-5-91 31 days, 31-7-91 to 31-8-91 32 days, 1-9-91 to 8-9-91, 24-9-91 to 30-9-91 15 days, 1-10-91 to 31-10-91 31 days, 6-2-92 to 29-2-92, 24 days vide Ex. WW1/7, from 1-3-92 to 27-3-92, 27 days vide Ex. WW1/8, from 9-5-92 to 31-5-92 23 days vide Ex. WW1/9 and from 1-8-93 to 31-8-93, 31 days, 1-9-93 to 30-9-93 30 days, 1-10-93 to 31-10-93 31 days, 1-11-93 to 30-11-93 30 days, 1-12-93 to 31-12-93 31 days, 1-1-94 to 31-1-94 31 days, 1-2-94 to 28-2-94, 28 days, 1-3-94 to 31-3-94 31 days, 1-4-94 to 30-4-94 30 days 1-5-94 to 31-5-94 31 days, 1-6-94 to 30-6-94 30 days, and 1-7-94 to 10-7-94 10 days Total 344 days from August 93 to July, 94 vide Ex. WW1/M1 Certificate issued by the department i.e. he has worked for more than one year. It is also an admitted fact that the workman worked as casual worker during the aforesaid periods. There is not an iota of evidence that his services were terminated after giving one month notice or after payment of one month salary in lieu of notice as per provisions of section 25 F of the I.D. Act. Thus the services of the workman were terminated in violation of the provisions of section 25 F of the I.D. Act. Hence his termination from services without following the provisions of section 25 F is illegal.

11. The workman has also claimed that he is also entitled to temporary status as he has worked for more than one year during the aforesaid period. The stand of the respondent is that the workman has obtained the work by adopting illegal and uncalled for tactics but MW 1 has not so stated though shown his ignorance that the workman has worked as mentioned above. From the statement of the workman and documents Ex. WW 1/M 1 issued by the department certifying that the workman has worked in the department as temporary worker in CDOT Exchange, Champula for 344 days as detailed therein goes to prove that the workman has worked for 344 days i.e. for more than one year during the period 1-8-93 to 10-7-94. During the course of arguments a photo copy of the scheme of confirmation has been shown and the same is marked X for convenience sake and reproduced as under:

“Casual Labourers (grant of temporary status and regularization) Scheme.

1. This scheme shall be called "casual Labourers (Grant of Temporary Status and Regularisation) Scheme of the Department of Telecommunications, 1989".

1. This scheme will come in force with effect from 1-10-89 onwards.
2. This scheme is applicable to the casual labourers employed by the Department of Telecommunications.
3. The provisions in the scheme would be as under :

(A) Vacancies in the Group D cadres in various offices of the Department of Telecommunications would be exclusively filled by regularization of casual labourers and no outsiders would be appointed to the cadre except in the case of appointments on compassionate grounds, till the absorption of all existing casual labourers fulfilling the eligibility conditions including the educational qualifications prescribed in the relevant recruitment rules. However, regular Group D staff rendered surplus for any reason will have prior claim for absorption against existing/future vacancies. In the case of illiterate casual labourers, the regularization will be considered only against these posts in respect of which illiteracy will not be an impediment in the performance of duties. They would be allowed age relaxation equivalent to the period for which they had worked continuously as Casual labourer for the purposes of the age limits prescribed for appointment to the Group D cadre, if required, outside recruitment for filling up the vacancies in GRD will be permitted only under the condition when eligible casual labourers are not available.

(B) Till regular Gr.D Vacancies are available to absorb all the casual labourers to whom this scheme is applicable, the casual labourers would be conferred a Temporary Status, as per the details given below.

5. Temporary Status :

- (i) Temporary Status would be conferred on all the casual labourers currently employed and who have rendered a continuous service of at least one year out of which they must have been engaged on work for a period of 240 days (206 days in the case of offices observing five day week). Such casual labourers will be designated as temporary Mazdoor.
- (ii) Such conferment of temporary status would be without reference to the creation/availability of regular Gr.D. posts.

(iii) Conferment of Temporary status on a casual labourer would not involve any change in his duties and responsibilities. The engagement will be on daily rates of pay on a need basis. He may be deployed anywhere within the recruitment unit/territorial circles on the basis of availability of work

(iv) such casual labourers who acquire temporary status will not, however, be brought on to the permanent establishment unless they are selected through regular selection process for Gr.D.Posts.

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From the perusal of the above scheme it is apparent that the scheme was made applicable from 1-10-89 for filling up the vacancies in Group D cadre in various offices of department of telecommunication for regularisation of casual workers and till the regular Group D vacancies are available to absorb all casual workers to whom the scheme was applicable and according to that scheme the casual labourers would be confirmed as temporary as detailed therein the Scheme and thus temporary status would be confirmed on all casual workers currently employed and who have rendered continuous service for at least one year out of which they must have been engaged on work for 240 days (206) days. In case of offices observing 5 days week such casual worker will be designated as temporary mazdoor. From the above provisions of the scheme it is apparent that this scheme was intended to fill up the vacancies in D Group cadre in Telephone department by regularization of all casual workers and all casual workers according to that scheme would be confirmed temporary employees i.e. to say that the workers who were employed during the period 1-10-89 onwards such temporary status can also be conferred to a workman who has worked for 240 days. In the instant case workman has been working before 1985 for few days who has only worked for one year during the year 1-8-93 to 10-7-94 and he has never worked or completed one year before 1-10-89. Therefore, confirming temporary status to the workman does not arise. There is no material to show that the vacancies against which he worked was the regular and permanent one. Therefore, the benefit of confirming of temporary status on the workman who has worked for one year during the years 1993-1994 is not available to the workman in the absence that vacancy against which the workman worked is still in existence or is of permanent nature.

In view of the above discussion I am of the opinion that the service of the workman has been dispensed with

in violation of the provisions of Section 25 F of the I.D. Act as he has not been given notice or notice pay. Hence he is entitled to reinstatement with consequential benefits. However, he is not entitled to the temporary status as discussed above. The reference is answered accordingly. File be consigned to record room.

SANT SINGH BAL, Presiding Officer

Dated : 17-5-07.

नई दिल्ली, 6 जून, 2007

का.अ. 1887.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/क्षम न्यायालय नं.-[] नई दिल्ली के पंचाट (संदर्भ संख्या 48/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

[सं. एल-40012/84/2003-आई.आर. (डी. यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 6th June, 2007

S.O. 1887.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/2005) Government Industrial Tribunal-cum-Labour Court No. II New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 6-6-2007.

[No. L-40012/84/2003-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. RAI I.D. No. 48/2005

In the matter of :

Mohd. Shah Nawaj,
S/o Shri Shakeel Hassan,
R/o Village & Post - Incholi,
Dist. Meerut (U.P.)

Versus

The Chief General Manager,
Bharat Sanchar Nigam Ltd.,
Sanchar Vibhag,
Dist. - Meerut (U.P.).

AWARD

The Ministry of Labour by its letter No. L-40012/84/2003-IR(DU) Central Government Dt. . 06-06-2005 has

referred the following point for adjudication.

The point runs as hereunder:

"Whether the action of the management of Chief General Manager, BSNI, Meerut in terminating the services of Mohd. Shah Nawaj S/o Shri Shakeel Hassan w.e.f. 29-5-85 is just and legal? If not, to what relief the workman is entitled?"

The workman applicant has filed claim statement. In the claim statement it has been stated that he was engaged as casual labour on 1-9-1982. He has worked as casual labour up to 28-9-1985. The nature of the work done by the workman was permanent.

That the services of the workman were terminated on 29-09-1985 as his services were no longer required whereas the work was still existing.

That the workman has been removed without payment of retrenchment compensation and he has worked for more than 240 days in every year during the period of his employment. He has not been paid retrenchment compensation in view of Section 25 F of the I D Act.

That after termination of the services of the workman Shri Vijay Kumar, Suresh Chand, Shish Pal Singh Yadav have been engaged from 1-1-1997. These workmen have been engaged in violation of Section 25 G & H of the I D Act, 1947.

The Management has filed written brief. In the written brief it has been stated that the claim application filed is misconceived and not maintainable under law. It is submitted that the petitioner had earlier filed a writ petition before the Hon'ble High Court a copy of which was served on the respondents. The respondents duly drafted a reply to the writ petition and the reply thereof may be treated as a part and parcel of this reply. True copy of the writ petition as also reply of the respondent is annexed and marked as Annexure R-1 to this statement.

It is submitted that the present claim is therefore barred under the doctrine of res judicata or res subjudice and hence is liable to be dismissed.

That the claimant has suppressed the material fact that he had already earlier approached the Hon'ble High Court in regard to the present cause of action and to this extent he had tried to mislead this learned Tribunal. It is a settled law that a person who does not approach the competent courts with clean hands is entitled to no relief.

That the present claim application is barred by limitation. Admittedly the cause of action pertains to the period 1985 or so and the present application filed in the year 2005/2006 is patently barred by limitation.

That apart the present case is covered by the judgment of the Hon'ble Apex Court in State of Karnataka Versus Uma Devi and hence in view of the settled position the present claim application is liable to be dismissed.

That the averments of the petitioner as regards his claim are totally denied. It is submitted that the applicant is not entitled to any relief.

That the applicant has not put in the requisite period of service to be entitled to any relief. As a matter of fact the applicant was working as a casual labourer on need basis and was paid accordingly on daily wages. The applicant on his own appears to have chosen to not report for work and hence the question of his continuance does not rise. No rights have accrued to the applicant on this behalf.

Since the applicant on his own has stopped coming to work the question of applicability of section 25 F in such cases does not arise. The applicant being a casual labour working on need basis is not entitled to the protection of Section 25F of ID Act, 1947.

The issue of violation of any provisions of the Constitution of India does not arise in the case of the applicant since he is not similarly placed like others. The applicant cannot compare himself to others who have been either regularized or granted other reliefs for reasons peculiar to those cases. It is submitted that at this later stage the respondents are not in a position to collect all documents except as stated in the counter reply annexed with the application.

That the allegation of the petitioner/claimant that he had worked in the office of the respondents till 1985 is totally false and misleading.

That apart the present reference is highly belated and to this extent the claim petition is liable to be dismissed.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

The management did not turn up after filing reply. The case proceeded ex-parte as none was present on several dates to cross examine the workman.

Heard argument from the side of the workman.

The workman has submitted written brief also. It was submitted that the services of the workman were terminated on 29-05-1985 without payment of any retrenchment compensation. He has worked for 240 days in 1983, 1984 & 1985. He has not been paid retrenchment compensation w/s 25 F of the ID Act, so termination of his services is invalid.

The workman has not annexed with the record any document to establish the fact that he has worked for 240 days in any year of his employment except his affidavit.

The case of the workman is that his services came to an end in October, 1985 and he moved an application for re-engagement on 20-9-1999 for the first time. He approached the management after a gap of 14-15 years.

This reference has been filed in 2005 after 20 years of the alleged termination of the services of the workman. It was the duty of the workman to establish that he worked for 240 days atleast in any of the years of his employment. He has not filed any documents to substantiate his claim statement. There is inordinate delay in raising the dispute.

It was submitted from the side of the management that there is no explanation of delay. Not to speak of plausible or satisfactory explanation. There is no explanation at all what prevented the workman to approach this forum after a long period of 20 years. It is settled law that stale claim made after an inordinate and unexplained period could not be entertained.

My attention was drawn to 2005 (5) SCC page 91 paras 12 and 13. The Hon'ble Apex Court has held that long delay impedes the maintenance of the records. Belated claim should not be considered.

It has been held in (2001) 6 SCC 222 as under :—

"Law does not prescribe any time limit for the appropriate government to exercise its powers under section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service."

In the instant case reference has been made after a delay of long 20 years, Limitation Act is not applicable in ID cases but stale cases should not be considered. Delay in the instant case is inordinate and relief can be rejected on the ground of delay alone.

The reference is delayed and it is not maintainable in view of the decision of the Apex Court cited above. The workman has not proved that he has worked for 240 days by cogent documentary evidence. Mere assertions of the affidavit are not sufficient to prove 240 days work as has been held by the Hon'ble Apex Court.

Even in ex-parte cases it is the duty of the workman to prove the contents of his claim statement by cogent documentary evidence. The workman has failed to do so. He is not entitled to get any relief.

The reference is replied thus :—

The action of the management of Chief General Manager, BSNL, Meerut in terminating the services of Mohd. Shahnawaj S/o Shri Shakeel Hassan w.e.f. 29-5-85 is just and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

R. N. RAI, Presiding Officer

Date: 31-5-2007.

नई दिल्ली, 6 जून, 2007

का.आ. 1888.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधन के सम्बद्ध निवोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 75/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

[स. एल-42012/206/2004-आई आर (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 6th June, 2007

S.O. 1888.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 75/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the management of C.P.W.D., Electrical Coordination Circle C.P.W.D. and their workmen, which was received by the Central Government on 6-6-2007.

[No L-42012/206/2004-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

I. D. No. 75/2005

PRESENT:

Shri R. N. Rai, Presiding Officer

Smt. Nikita Bhola—1st Party

Smt. Bindiya Savara—2nd Party

In the matter of:

Smt. Rajwati (Legal heir of deceased employee Sh. Inder Pal, Beldar),
W/o Late Shri Inder Pal,
Through CPWD Karamchhari Union,
Plot No. 1, Aram Bagh,
Paharganj, New Delhi-55.

Versus

1. Director General of Works,
CPWD,
Nirman Bhawan,
New Delhi.
2. The Superintending Engineer,
Electrical Co-ordination Circle,
CPWD,
East Block, R. K. Puram,
New Delhi.

3. The Executive Engineer,
PWD, Division-IV (DA),
Hauz Khas, Police Colony,
New Delhi-16.

AWARD

The Ministry of Labour by its letter No. L-42012/206/2004 [IR (CM-II)], Central Government dt. 4-8-2005 has referred the following point for adjudication.

The point runs as hereunder:

"Whether the demand of CPWD Karamchhari Union for compassionate appointment of Smt. Rajwati dependent of Late Shri Inder Pal in the organization of CPWD is legal and justified? If yes, to what benefit she is entitled."

The legal heir of the deceased workman late Shri Inder Pal has filed statement of claim. It has been stated therein that the husband of the claimant late Shri Inder Pal, Beldar was employed with the Public Department, Executive Engineer, PWD VI, Sub-division-IV, NCT, Delhi Govt. New Delhi, Management No. 3 in Division No. 4 while on duty on 16-8-2002 he was asked to sweep the sewer though it was not part of his duty. He died while doing so, leaving behind his wife applicant/claimant. The death certificate of Shri Inder Pal is annexed herewith as Annexure "A", the said accident took place during the course of employment.

That the claimant applied for appointment on compassionate ground for the job held by her husband or for any other suitable job (vide application dated 17-10-2002) as the deceased was the sole bread earner of the family and the whole family was dependent on the salary of the deceased. The family is not having any other source of income nor having any other moveable or immovable property. The claimant applied for appointment and also complied with all the formalities.

That it is learnt that the application of the claimant has been forwarded by the Public Works Department Circle No. 2 (GOD) Superintending Engineer, New Delhi to the Management No. 2 vide letter dated 29-11-2002. The claimant waited for the outcome of the said application hoping to overcome the hardships of the family. The financial condition of the family deteriorated from time to time and ultimately has worsened. The claimant requested repeatedly to the above management but to no result.

That scheme is directed to enable the deceased family to resettle immediately on the death of the Government employee and to overcome the financial difficulties faced by the family.

That the applicant (wife of the deceased employee) has a valid case for consideration to be appointed on compassionate ground.

That after being satisfied the conciliation officer referred the dispute to the Hon'ble Court for proper adjudication of the dispute. The appropriate Ministry of Labour referred the dispute.

The management has filed written statement. It has been stated therein that the present suit is bad for misjoinder and non-joinder of necessary parties hence the present suit is liable to be dismissed on rightly.

That there exists no cause of action against the answering defendants hence the suit is liable to be dismissed.

It is correct that the husband of claimant late Shri Inder Pal, Beldar was employee with the PWD under Sub-division-VI, Govt. of NCT of Delhi. However, it is submitted that Shri Inder Pal was on duty on 16-8-2002 but the contention of claimant is wrong and denied that he was asked to sweep the sewer as per inquiry conducted by Inquiry Officer, Shri Saraswat, Assistant Engineer-V. It has been proved that Shri Inder Pal, Beldar was trying to keep the manhole cover on the manhole, he lost his balance and slipped into the manhole having a depth of 16'-0" and he cried for help then Shri Raja Ram, Beldar tried his best to bring him out but he also slipped in the manhole and due to toxic gases and suffocation both the beldars lost their lives accidentally on government work.

That it is correct that the claimant applied for appointment on compassionate ground.

It is submitted that the application of the claimant has been forwarded to Superintending Engineer, PWD Circle No. 3 (GOD) for consideration of compassionate appointment. The application of the claimant further forwarded to the Chief Engineer, Zone-IV (NCT), New Delhi for further necessary action. The Chief Engineer, PWD, Zone-IV has constituted the committee under his Chairmanship and considered the request for the applicant for compassionate ground and sent the recommendations of the committee to the S. E. (Elect.) (Co-ord.), CPWD, R. K. Puram, New Delhi for further necessary action on 24-10-2005 (copy annexed). Despite all efforts the appointment to the claimant could not be offered as there is waiting in the Beldar category since 1994 under 5% quota. The applicant has been suitably informed on 16-11-2005 that as and when vacancy will be available the applicant shall be considered for appointment.

It is submitted that the compassionate appointment scheme was introduced by the DOPT, Govt. of India in 1998 and guidelines issued from time to time (copy enclosed). The case of the claimant shall be dealt as per guidelines issued under the above scheme.

That it is explored all the possibilities to offer compassionate appointment to the applicant under the scheme introduced by DOPT, Govt. of India under 5% quota,

but due to existing waiting list, the appointment to the claimant could not be offered. It is reiterated again as and when the vacancy will be available, appointment can be made to the claimant as per her turn.

The workman applicant has filed rejoinder. In her rejoinder she has reiterated the averments of her claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

It transpires from perusal of the order sheet that reference was received on 4-8-2005 with the direction to give award within a period of 3 months. Registered notice has been served by registered post to both the parties. The Ministry of Labour, Government of India also sent the reference to the management by registered post in the month of August, 2005. The management is not turning up despite several dates given. The matter is pending almost for more than 1½ years. On 8-5-2007 the case proceeded ex-parte and on 23-5-2007 it was reserved for award.

It was submitted from the side of the workman that her husband Sh. Inder Pal while discharging his duties slipped into manhole having depth of 16 ft. and due to toxic gases etc. Shri Raja Ram, Belder and Shri Inder Pal lost their lives unfortunately in the interest of the government. This fact is proved by the report of the Assistant Engineer dated 28-7-2002.

The workman is a widow of Late Shri Inder Pal, Beldar. She was interviewed by the management on 24-10-2005 and she has received 97 marks for Beldar. The list contains the names of 8 workmen and she has been found most suitable candidate for compassionate appointment.

The case of the management is that the vacancies falling under compassionate quota have already been filled and there is ceiling of 5% for giving compassionate appointment.

The guidelines for 5% ceiling to compassionate appointment are not reasonable. There may be occasions when a number of workmen while engaged on government duty may fall victim to some natural calamity and lose their lives while discharging government duty. In case the guidelines for 5% ceiling is adhered to, none of the dependents of the workmen may get compassionate appointment. Compassionate appoint is given in a particular set of circumstances, so that the dependents of the deceased workmen may maintain themselves. In case there is such guidelines under which compassionate appointment are given after a period of 5 to 10 years, the purpose of compassionate appointment will be frustrated.

The case of the management is that the waiting list of 1994 of compassionate appointment is still existing. In the circumstances the widow of the deceased workman will not get compassionate appointment during her service

age period. The scheme will become meaningless to this widow. In special circumstances taking a lenient view the case of a large number of dependents of the deceased workmen waiting for compassionate appointment. The guidelines of 5% ceiling may be lifted to give adequate relief to the needy dependents. There should not be a ceiling for compassionate appointment as it is given to needy dependents and not to all as a general rule. The government may take liberal view and provide employment to all the dependents of the deceased workmen who are awaiting compassionate appointment since 1994.

In case, a major number of workmen fall victim of some natural calamity while discharging government function, the compassionate appointment of the independents cannot be postponed indefinitely due to the fact that the vacancies falling vacant under 5% ceiling have already been filled up. However, in 7(c) there is provision for giving compassionate appointment on casual/daily wage/ad hoc/contract basis against ceiling of 5%. The management should have given the workman compassionate appointment at the place of casual/daily wage/ad hoc/contract basis. She is the most needy woman and compassionate appointment cannot be refused to her on the ground of 5% ceiling. She should have been given appointment on ad hoc basis and regular appointment may be given to her when she becomes eligible under 5% ceiling. The management should give her compassionate appointment on casual/daily wage/ad hoc/contract basis within two months from the publication of the award.

The reference is replied thus :

The demand of CPWD Karamchhari Union for compassionate appointment of Smt. Rajwati dependent of Late Shri Inder Pal in the organization of CPWD is legal and justified. The management should give compassionate appointment to Smt. Rajwati, W/o Late Shri Inder Pal, Seldar on casual/daily wage/ad hoc/contract basis within two months from the date of publication of the award.

The award is given accordingly.

Date: 30-5-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 6 जून, 2007

का.अ. 1889.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधन के सम्बन्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 130/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

[सं. एल-42012/145/2003-आई अर (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 6th June, 2007

S.O. 1889.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 130/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Central Public Works Department and their workman, which was received by the Central Government on 6-6-2007.

[No. L-42012/145/2003-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

I. D. No. 130/2004

PRESENT :

Shri R. N. Rai, Presiding Officer

Smt. Nitika Bhola—1st Party

Sh. V. K. Saini—2nd Party

In the matter of :

Shri Gayadeen and Ors.
C/o The President,
All India CPWD Karamchhari Union,
Plot No. 1, Udaseen Mandir, Aram Bagh,
Paharganj, New Delhi-110055

Versus

1. The Executive Engineer,
Electrical Division-12,
Baba Kharag Singh Marg,
Kitab Mahal, New Delhi
2. M/s. Apro-tech System (P) Limited,
13, Vaishali, Pitampura,
New Delhi

AWARD

The Ministry of Labour by its Letter No. L-42012/145/2003 [IR (CM-II)], Central Government dt. 9-8-2004 has referred the following point for adjudication.

The point runs as hereunder :

"Whether the contract between the management of CPWD and their contractor is sham? If so, the demand of the All India CPWD (MRM) Karamchhari Sanghathan for regularisation of S/Shri Gayadeen, Gajender Kumar, Ram Chander and Raj Kumar, contract labourers engaged for operation and maintenance of generators sets, is legal and justified? If yes, to what relief the workmen are entitled and from what date?"

The union on behalf of the workman has filed statement of claim. It has been stated therein that the workman No. 1 was initially inducted on 21-11-1996 and the workman No. 2 was inducted in May, 1998 as Generator Operators through the private Contractor-Management No. 2 for discharging the job of operation and maintenance of Generator set, for the Principal Employer, Management No. 1. It is stated that ever since their appointment they have been discharging their jobs diligently and sincerely for the management of CPWD having been posted at Kalibari Apartments under the Executive Engineer, Electrical i.e. Management No. 2.

That the nature of job discharged by both the workmen are perennial and permanent in nature and the jobs satisfy all the ingredients contained in Section 10 of the CLRA Act, 1970 work suiting abolition of contract labour in the said job. It is stated that the contract awarded by CPWD in favour of contractor for carrying out perennial nature of job is bad in law and the contract itself is vague which ought to be lifted in Industrial adjudication.

That the workmen are placed under the direct control and supervision of principal employer and the contract has no role to play in day to day affairs of working of the workmen. It is stated that the nature of job performed by the workmen are similar to the workmen posted on regular basis and they work as if under the principal employer.

That each of the workmen has completed 240 days in each year of working requiring the establishment of principal employer to regularize them in the principal employer.

That last the workers raised their dispute before the ALC which in terms referred to the appropriate government which in terms referred the same for adjudication to this Hon'ble Court.

The termination even otherwise in the height of high-handedness, mala fide, unfair labour practice and victimization and also illegal and unjustified.

That the workers are entitled to the regularization/absorption of the above said workmen in the establishment of CPWD since their respective dates of initial appointment through contractor with consequential benefits in the matter of pay/emoluments and other benefits.

The management has filed written statement. It has been stated therein that the claim before the Hon'ble Tribunal is directed on the basis of misconception of law by the workmen and also on misleading facts.

That it is stated that this claim is not maintainable before this Hon'ble Tribunal inasmuch as there has not been employer-employee relationship between the workmen and the management of CPWD. The workmen have been the employees of the concerned contractor and they were working under the direct control and supervision of the contractor. The replying respondent at no point of time employed the workmen nor were they paid the wages

by the management. The contractor employs his workmen for doing the particular job and payment is made by the contractor to its workmen. Accordingly the payment towards the specific job entrusted to the contractor was made to the contractor who had employed the workmen for the same and paid the wages as agreed between the workmen and the contractor.

That this Hon'ble Tribunal does not have jurisdiction to adjudicate the dispute between the parties i.e. the workmen and the replying respondents for want of employer-employee relationship between the workmen and the management/respondents. In addition the reference is also wrong.

That there has not been any policy of the department to regularize the workmen of the contractor and in absence of the policy or the scheme for regulation/reinstatement of such contract workers in the department, the workmen cannot claim reinstatement or regularization with the management.

That it is further stated that the claimants before this Hon'ble Tribunal do not have requisite qualification and experience under the recruitment rules pertaining to the post. In addition, there is a ban on recruitment imposed by the department since 1985. The recruitment to the post can only be made against the notified statutory rules and not otherwise.

That it is further submitted that the workmen for which the respective contractor has been awarded is a specialized work and the CPWD get the specialized work done on contract basis through call of tenders in accordance with the procedures laid down in the CPWD manual. The claimants before this Hon'ble Tribunal as stated hereinabove are workers of the respective contractor and they have worked with them accordingly in connection with the tendered work awarded to the individual contractor. The contractor is accountable to the job in terms of the tender agreement. It is further stated that it is within the domain of the management to get its job executed through the concerned agency and in view of the facts and its requirement and the workmen/claimants cannot claim regularization and/or continuation with the replying management merely because they have worked with the contractor for certain period in absence of any statutory rule or scheme of the government. It is submitted that as stated hereinabove, there is no such statutory rule or scheme which entitled the claimants/workmen regularization with the replying respondents.

It is submitted that the averments made in the corresponding para of the claim are misconceived and misleading. It is wrong to say that the claimant Shri Gayadeen and Gajender Kumar had been working with the management at Kali Bari Apartment through the respondent No. 2 i.e. M/s. Apro-tech System (P) Limited since 21-11-1996 and May, 1998 respectively. It is submitted

that the respondent No. 2 was awarded the tender for the first time on 21-11-1997. It is wrong to say that the replying respondent ever engaged the workmen as Generator Operator or they have been discharging their job for the management of CPWD. It is also wrong to say that ever since their engagement with the respondent No. 2 the workmen have been posted at Kali Bari Apartments. It is submitted that the various works pertaining to fire fighting service have been granted to the various firms by calling tender.

It is wrong to say that the nature of job discharged by the workmen are perennial and permanent nature and they satisfy the ingredients contained in the CLRA Act, 1970. It is further wrong to say that the contract awarded to the various firms for execution of the job under reference is bad in law or the same are vague. It is submitted that as per the Act it is the appropriate government which can direct abolition of contract labour and not the claimant or even this Hon'ble Tribunal as authoritatively held by the various courts.

It is wrong to say that the claimants have completed 240 days in each year of working. It is also wrong to say that the replying respondents are under legal or statutory duty to regularize the claimants. As stated hereinabove, there is no policy or statutory rule requiring the replying respondent to regularize such workers of the contractors.

It is wrong to say that the replying respondents have terminated the services of the claimants/workmen. Since they have not been engaged by the replying respondent there is no question of their termination by replying respondent. Likewise it is patently wrong to say that there has been any high handedness, mala fide or unfair labour practice or victimization of the claimants by the replying respondents. It is also wrong and therefore denied that the action of the replying respondent is illegal or unjustified.

It is patently wrong that the claimants are entitled for regularization and/or absorption with the establishment of the replying respondent. It is submitted that the claimant/workmen has got no legal right or statutory right seeking regularization or for continuation with the job of the replying respondent. They are not entitled to get any relief as prayed for.

The workmen applicants have filed rejoinder. In the rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

It transpires from perusal of the order sheet that reference was received on 9-8-2004 with the direction to give award within a period of 3 months. Registered notice has been served by registered post to both the parties. The Ministry of Labour, Government of India also sent the reference to the management by registered post in the month of August, 2004. The management is not turning up

despite several dates given. The matter is pending almost for more than 2 years. On 17-5-2007 the case proceeded ex parte and on 23-5-2007 it was reserved for award.

It was submitted from the side of the workman that workman No. 1 was initially inducted on 21-11-1996 and the workman No. 2 was initially inducted in May, 1998 as Generator Operator through Pvt. Contractor, management No. 2 for discharging the job of operation and maintenance of Generator Set for the Principal Employer, management No. 1.

It was further submitted that they have been discharging their duties sincerely and diligently. There is no mention regarding the working period of workmen No. 3 and 4.

The workmen have filed Log Books which bear the name of Gayaden all along and at some places the name of the other 2 workmen. These are photocopies of Fire Log Book. These photocopies have not been signed by any official of management No. 1. There is no seal and signature of management No. 1 on the Log Book. Simply names of the workmen and the duty hours have been mentioned.

Admittedly the workmen are the contractors workers. They have to establish that they worked under the control and supervision of the management No. 1. The duties assigned to them have not been given by the management as the photocopies lack seal and signature of any of the official of management No. 1.

It has been held in several cases that it is the duty of the contract workers to establish that they worked under the control and supervision of the management. The workmen have to prove that the payment was made to them by the management and their services were integrated with the management. This fact cannot be proved by filing simply affidavit. Even in ex parte cases the workmen have to prove by cogent documentary evidence that they have performed their duties under the control and supervision of the management and their services were integrated with the management and the management paid to them. There is no such documentary evidence on record to indicate that there is contract of service between the workmen and the management. Provisions of Contract Act are attracted only when it is proved that the workmen have been hired for the work of the management and they worked under the control and guidance of the management. This fact cannot be proved by photocopies of log books which are neither signed by any official of the management nor there is any seal of the management. There is no attendance register also.

It has been held in Scale 2006(4) Uma Devi's case that the feasibility for regularisation may be considered if the workmen have worked for more than 10 years. In the instant case one workman has worked for more than 10 years but he has not established that he worked under the guidance and control of the management. The averments

of the claim statement are not proved. The workmen are not entitled to get any relief.

The reference is replied thus :

The demand of the All India CPWD (MRM) Karamchari Sangathan for regularisation of S/Shri Gayadeen, Gajender Kumar, Ram Chander and Raj Kumar, contract labourers engaged for operation and maintenance of generator sets, is neither legal nor justified. The workmen applicants are not entitled to get any relief as prayed for.

The award is given accordingly.

Date. 29-5-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 6 जून, 2007

का.आ. 1890.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसारण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. सी. के प्रबंधन के सम्बद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 51/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

[सं. एल-42012/173/2004-आई आर (सी एन-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 6th June, 2007

S.O. 1890.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 51/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of PCAD, CPWD and their workmen, which was received by the Central Government on 6-6-2007.

[No. L-42012/173/2004-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

L D. No. 51/2005

PRESENT:

Shri R. N. Rai, Presiding Officer
Shri B. K. Prasad — 1st Party
None — 2nd Party

In the matter of:

Shri Om Prakash and Others,
C/o General Secretary,
CPWD General Mazdoor Union,
Room No. 95, Barrack No. 1/10,
Jamnagar House, Shahjahan Road,
New Delhi-110011

Versus

The Executive Engineer (Electrical),
Parliament Air-Conditioning Division,
Room No. 84, Vidyut Bhawan,
New Delhi-110001

AWARD

The Ministry of Labour by its letter No. L-42012/173/2004-IR (CM-II) Central Government dt. 29-6-2005 has referred the following point for adjudication.

The point runs as hereunder :

"Whether the action of the management of CPWD in terminating the services of S/Shri Om Prakash, A. C. Operator, Sunil Dutt, A. C. Operator and Shri Ganga Charan, Khalasi A. C. w.e.f. 11-7-2000 instead of regularizing their services is legal and justified? If not, to what relief these workmen are entitled and from which date."

The General Secretary of CPWD General Mazdoor Union on behalf of the workmen has filed claim statement. In the claim statement the details of the workmen i.e. Name, Father's Name, Designation, Date of Employment, Duty place etc. are as under :

Sl. No.	Name	Father's Name	Designation	Date of Employment	Date of Termination	Duty Place
1.	Om Prakash	Jag Mohan Lal	A. C. Operator	17-4-1995	11-7-2000	I. G. Memorial, 1, Safdarjung Road
2.	Sunil Dutt	Ram Prasad	A. C. Operator	12-6-1997	11-7-2000	I. G. Memorial, 1, Safdarjung Road
3.	Ganga Charan	Kishan Chand	Khalasi A. C.	16-7-1999	11-7-2000	Initially posted at IG Memorial. At the time of termination transferred to RML Hospital

That the workmen connected with the dispute had performed their duties under the officials like Junior Engineer and Assistant Engineers working under the Executive Engineer (Electrical), ED-15, CPWD, IP Bhawan, New Delhi and Executive Engineer, Electrical Division, RML Hospital, CPWD, New Delhi as the case may be and the contractors had only performed the duties of a cashier. The work on which workmen have been performing their duties are now under the Executive Engineer (Electrical), Parliament Air-conditioning Division, New Delhi.

That the workmen have completed 240 days of continuous service in each of the calendar year at the time of termination, the management did not serve one month's notice or notice pay and compensation etc. and no enquiries were conducted.

That the contractors neither have licence for engagement of contract labourers nor the management of CPWD being principal employer procured registration as required under the Contract Labour (Regulation and Abolition) Act, 1970 to engage contract labourers through contractor thereby violated the provisions of the said Act. Therefore the workmen may be absorbed being direct employees of the management, so as to render all benefits as that of regular employees of the management as law laid down by the Hon'ble Supreme Court in the matter of Secretary, HSEB Vs. Suresh and others. In this case also there was no genuine contract. Hence the workmen on completion of 240 days are entitled to be absorbed with the management.

That the workmen are direct employees of the management if the veil is lifted by this Hon'ble Tribunal will come to know how the Government is committing unfair labour practice and run counter to the provisions of Contract Labour (Regulation and Abolition) Act, 1970. Therefore, they may be absorbed being direct employees of the management so as to render all benefits of regular employees by principal employer i.e. management of CPWD as law laid down in Secretary, HSEB Vs. Suresh and Others (1999) 3 SCC by Hon'ble Supreme Court is followed :

That the duties performed by the workmen are of perennial in nature and the said jobs cannot be awarded on contract basis.

That at the moment it may not be out of place to submit that the workmen were doing their duties under the supervision of Junior Engineers and Asstt. Engineers of the management. So far as the so-called contract was concerned he has nothing to do with the services rendered except to pay the meagre salary. This is modus operandi to pocket the money by the Government officials, through the contractors. The workmen who have requisite qualification for the post against which they have been employed, are forced to work more than normal hours but paid nothing. The Hon'ble Supreme Court in one case i.e. Shankar Mukherjee Vs. Union of India 1990 (Suppl.)

SCC 668 has heavily come to the authorities who were engaged in employing the contract workers qua perennial nature of work with the following observations :

"It is surprising that more than fifty years after independence the practice of employing labour through contractors by big companies including public sector companies is still being accepted as a normal feature as labour employment. There is no security of service to the workmen and their wages are far below than that of the regular workmen of the company. The Supreme Court in its earlier decisions had disapproved the system of direct contract and above holding it to be archaic primitive and of baneful nature. The system which is nothing but an improved version of bonded labour is sought to be abolished. The act is an important piece of social legislation for the welfare of labourers and has to be liberally construed."

That in this case the contract was sham, camouflage, illegal as well as unjustified.

That CPWD daily rated workers in all categories have been getting their wages in minimum of time scale plus DA, ADA, HRA, CCA, IR except increment. Now these workers are also entitled to the wages fixed in the minimum time scale from the date of their initial employment being unskilled, semi-skilled and highly skilled workmen. Copy of the order issued by the CPWD is annexed as Annexure-1

That as per the judgment of the Hon'ble Supreme Court in the matter of Surrender Singh and others, the daily rated workers are also entitled to be regularized in the time scale after completion of 6 months of their continuous service.

That all the workmen connected with the dispute are having the technical qualifications for regularizations of their service under the management of CPWD and they have also sufficient experience for working in the different categories i.e. unskilled, semi-skilled, skilled and highly skilled with the management of CPWD.

That the Hon'ble High Court of Delhi in WP No. 3619/2000 had granted the interim order and directed the management not to terminate the services of the workman until further orders and however the management by passing the said order, terminated the services of the workman w.e.f. 11th July, 2000. Against the said termination the workman/petitioner also filed the contempt petition CCP No. 141/2001 while in the meantime the Hon'ble Supreme Court in the case of Steel Authority of India and others etc. Vs. National Union Water Front Workers and others reported in JT 2001(7) SC 268 and held in para 24 that only Industrial Tribunal/Court will decide the dispute related to the contract labour in regard to the condition of service etc. After the said judgment the Hon'ble High Court of Delhi in CWP No. 3619/2001 while deciding the said writ

petition vide its order dated 31st October, 2001, the workmen have given the liberty to approach the appropriate forum in accordance with the observation and direction made by the Hon'ble Supreme Court of India in the case of Steel Authority of India and according to that case, the workmen were allowed to raise dispute before this Hon'ble Authority about the regularization, non-payment of arrears of wages and also against the illegal termination of the services of workmen by the management in spite of the interim order passed by the Hon'ble High Court. The operative portion of the order is as under :

"In view of the aforesaid position, the contentions raised in the present petition cannot be examined in this court, at this stage. The petition accordingly stands disposed of. The petitioners are, however, given the liberty to approach the appropriate forum in accordance with the observations and directions made by the Supreme Court in the case of Steel Authority of India (supra) and in that case it shall be open to the petitioners to raise all the issues as are raised in the present petition. It is also made clear that in case the petitioner seek for a reference and such a reference is made to the Industrial Tribunal/Labour Court, in that case the petitioners shall have the liberty to raise the issue about non-payment of arrears wages to the petitioners and also the issue with regard to alleged illegal termination of the service of the petitioners by the respondents in spite of the interim orders passed by this court."

In terms of the aforesaid observations and directions, the writ petition as also the contempt petition stand disposed of.

October 31, 2001.

Sd/-

Dr. M. K. Sharma, J

Copy of the order of the Hon'ble High Court is annexed as Annexure-II.

That the Ministry of Labour in exercise of powers conferred by sub-section (1) of section 10 of the CLRA, Act. 1970 (37 of 1970), the Central Government in consultation with the Central Advisory Contract Labour Board, prohibited the employment of the contract labour in the process, operation of work specified in the schedule, in the office/establishment of CPWD, Ministry of Urban Development and Employment, New Delhi and the notification for prohibiting the employment of Khalasi etc. were notified by the Ministry of Labour Notification dated 31-7-2002 in the Extraordinary Gazette of the Govt. of India in para II section 3 and sub-section (2). Copy of the said notification is annexed as Annexure-III.

That as per notification dated 21-7-2002 of Ministry of Labour, New Delhi prohibits the employment of contract

labour in the office/establishment of CPWD w.e.f. the date of publication namely :—

- (i) Air Conditioner Mechanic.
- (ii) Air Conditioner Khalasi/Helper.
- (iii) Electrician.
- (iv) Wireman.
- (v) Khalasi (Electrical).
- (vi) Carpenter.
- (vii) Mason.
- (viii) Fitter.
- (ix) Plumber.
- (x) Helper/Beldar.
- (xi) Mechanic.
- (xii) Sewerman.
- (xiii) Sweeper.
- (xiv) Foreman.

That after the said notification some of the workmen who are covered in employment as referred hereinabove were to be in direct employment of the management of CPWD and their status is of a daily rated workers directly employed by the management. Copy of the order in respect of payment of wages as equal pay for equal work by the CPWD is already annexed as Annexure-I with this claim application.

That it is proved that the work on which the workmen had been performing their duties cannot be handed over to the contractors, so they have to be treated in direct employment of CPWD and their status are of a daily rated worker directly employed by the management.

That the management instead of treating the workmen as direct employees on regular basis, the management of CPWD terminated the services without following the provisions and without taking prior permission from the ALC(C)-cum-Conciliation Officer, as required under Section 33 of the ID Act and also violated the interim order of Hon'ble High Court of Delhi.

That the workmen are unemployed since the date of termination of their services so they are entitled to be reinstated with full back wages.

In view of the above the Hon'ble Tribunal may kindly :

- (a) Award to reinstate S/Shri Om Prakash and Sunil Dutt as A. C. Operator and Ganga Charan as Khalasi A. C. with effect from 11-7-2000 with full back wages, continuity of service along with all consequential benefits.

- (b) Award to regularize the service of the workmen Shri Om Prakash and Sunil Dutt as A. C. Operator and Shri Ganga Charan, Khalasi A. C. in time scale attached to the categories and also grant equal pay to these workmen from the date of their initial employment.

It transpires from perusal of the order sheet that notice to the management was sent by the Ministry of Labour on 27-10-2005. Notice to the parties was sent by registered post by this Tribunal fixing 27-10-2005 for appearance of the parties. The workman appeared on 27-10-2005 and filed claim statement. The management was present on 27-10-2005 and copy of the claim was given. The management was again present on 8-2-2006. The management was not present on 19-6-2006, 4-9-2006, 26-9-2006, 18-10-2006, 12-12-2006, 16-2-2007 and 26-4-2007. The opportunity for filing affidavit was closed on 6-3-2007. The case proceeded ex parte. The workman filed affidavit.

Heard argument from the side of the workman.

It was submitted that Shri Om Prakash was engaged as A. C. Operator on 17-4-1995 and his services were terminated on 11-7-2000. Shri Sunil Dutt was engaged on 12-4-1997 and his services were terminated on 11-7-2000. Shri Ganga Charan was appointed on 16-7-1999 and his services were terminated on 11-7-2000. The workman have filed documents regarding their working period they have worked for 240 days in most of the years of their employment.

The workmen have not been given retrenchment compensation. The termination of their services without retrenchment compensation is invalid and in-operative. There is no cessation of their services.

The workmen are technical hands. It cannot be said that they remained without any work all along. In the facts and circumstances of the case they are entitled to reinstatement alongwith 25% back wages.

The reference is replied thus :

The action of the management of CPWD terminating the services of S/Shri Om Prakash, A. C. Operator, Sunil Dutt, A. C. Operator and Shri Ganga Charan, Khalasi, A. C. w.e.f. 11-7-2000 instead of regularization of services is neither legal nor justified. The management should reinstate the above named workers w.e.f. 11-7-2000 alongwith 25% back wages within two months from the date of publication of the award.

The award is given accordingly.

Date: 31-5-2007 R. N. RAI, Presiding Officer

नई दिल्ली, 6 जून, 2007

का.अ. 1891.—औद्योगिक विवाद अधिनियम, 1947 (का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.यू. के प्रबंधन के सम्बन्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 50/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

के प्रबंधन के सम्बन्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 50/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

[सं. एल-42012/171/2004-आई आर (सी एम-11)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 6th June, 2007

S.O. 1891.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 50/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the management of CPWD. and their workmen which was received by the Central Government on 6-6-2007.

[No. L-42012/171/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM
LABOUR COURT-II, NEW DELHI

I. D. NO. 50/2005

PRESENT:

R. N. Rai, Presiding Officer.

Sh. B. K. Prasad 1st Party

None 2nd Party

In the matter of:

Shri Radhey Shyam & 18 Others.
C/o CPWD Mazdoor Union,
E-26 (old Qtr.) Raja Bazar
Baba Kharag Singh Marg,
New Delhi-110 001

versus

The Director General of Works,
Nirman Bhawan,
New Delhi-110 011

AWARD

The Ministry of Labour by its Letter No. L-42012/171/2004-IR (CM-II) Central Government dt. 29-6-2005 has referred the following point for adjudication.

The point runs as hereunder :

"Whether the demand of the CPWD Mazdoor Union, New Delhi in regard to regularization of the services of Shri Radhey Shyam and 18 others (as per annexure) is legal and justified? If yes, to what relief these workmen are entitled and from which date?"

The workmen applicants have filed statement of claim. In the statement of claim it has been stated that the full particulars of the workman Shri Radhey Syam and 18 others are indicated as per Annexure attached with the schedule by the Ministry of Labour, Government of India, Shram Shakti Bhawan, New Delhi.

That the workmen connected with this dispute have been performing their duties continuously in different posts from the date of their initial employment are as under :

Sl. No.	Name of the Workman	Father's Name	Post	Dt. of Employment
1.	Radhey Shyam	Ramesh Chander	Beldar	28-02-1986
2.	Sompal Singh	Bhagwan Singh	Beldar	04-01-1986
3.	Kandha Swamy	Sallapan	Beldar	16-04-1991
4.	Smt. Ratna	—	Beldar	20-11-1990
5.	Sheshrao	Nathiyi	Lab. Asstt.	1990
6.	Narender Kumar	B. P. Mishra	Beldar	04-01-1986
7.	Smt. Shivpal	Suraj Lal	Beldar	13-11-1991
8.	Smt. Kalawati	Bhopal Singh	Beldar	04-04-1991
9.	Mohan Prasad	Bhola Prasad	Beldar	04-08-1988
10.	Galai Yadav	Bachhan Yadav	Beldar	1986
11.	Ram Singh	Nandan Singh	Beldar	02-12-1985
12.	Suresh Kumar	Gulzari Lal	Beldar	08-12-1989
13.	Naresh Kumar	Chandgi Ram	Wireman	24-06-1986
14.	Suresh Kumar	Shiv Nath Kataria	Plumber	01-12-1985
15.	Yogesh Kumar	Banwari Lal	Beldar	16-08-2001
16.	Radhey Shyam	Bhagwati Prasad	Beldar	01-09-1993
17.	Gurakh Nath	Hurangi	Beldar	01-09-1993
18.	Vijay Singh	Ram Sahai	Beldar	01-09-1993

That S/Shri Radhey Shyam, Sompal Singh, Kandha Swamy, Smt. Ratna, Narender Kumar, Smt. Shivpal, Smt. Kalawati, Mohan Prasad, Galai Yadav, Ram Singh, Suresh Kumar, Yogesh Kumar, Radhey Shyam, Gurakh Nath and Shri Vijay Singh all Beldars have been granted temporary status w.e.f. 01-09-1993 and have been getting the wages in time scale attached with Group-D post but they are still in "Casual Worker" status and their services have not been regularized so far.

That Shri Sesharo, Lab Asstt., Naresh Kumar, Wireman and Suresh Kumar, Plumber have been getting wages in the minimum of time scale of a skilled workman with all allowances except increment but they are still treated as "daily rated"/"casual worker" of the management.

That the services of many of the junior persons have been regularized arbitrarily by the management whereas these workmen have been denied permanent and regular status.

That as per the judgment of the Hon'ble Supreme Court in the matter of Surrender Singh and Others Vs. Engineer in Chief, CPWD & Others dated 17-01-1986 all the daily rated workers are entitled to equal pay for equal work from the date of their initial employment and also entitled to be regularized in services after completion of 6 months of their continuous service but these workmen have been getting equal pay for equal work from the date of their initial employment but the services of these workmen have not been regularized till date.

That the workmen have been performing the duties of unskilled and skilled workman continuously as indicated in para-3 hereinabove but their services were not regularized by the management till date.

That the Hon'ble Supreme Court in the matter of Surrender Singh and others has also directed the management and hoped that the Govt. will take appropriate action to regularize the services of all those workmen who have been in continuous employment for more than six months.

That the Hon'ble Supreme Court in the matter of CPWD Karamchari Union Vs. Union of India and others on 25th March, 1992 have passed the following orders :—

"The Ld. Additional Solicitor General appearing on behalf of the respondents states that the 91 workers except those who have already been regularized will be regularized within a period of four weeks subject to their eligibility, and their seniority will be fixed later on. The regularization will not confer any right to claim seniority from the date of entry. We are accepting the statement of the Ld. Addl. Solicitor General and we close this petition. The contempt petition is disposed of accordingly."

That in compliance of the directions of the Hon'ble Supreme Court, the Ministry of Urban Development has created 8982 posts in various categories of workchARGE establishment and regular classified establishment for the purpose of regularisation of daily rated workers of CPWD vide its Letter No. 38/2/87-Ec-X EW2(ii) dated 1st September, 1992 and same is also circulated by the office of Director General (Works), CPWD vide its circular No. 38/2/87-EcX dated 30-09-1992 to their subordinate officer but till date the services of these workmen connected with the dispute are not regularized though the regular posts are lying vacant. Copies of both the orders are annexed as Annexure-A (Colly).

That the works of the management are to maintain the buildings owned by the Central Government and is industrial establishment as defined in Clause (ii) of Section 2 of Payment of Wages Act, 1936, so Industrial Employment (Standing orders) Act, 1946 is applicable on the establishment of the management.

That as per Model Standing Orders the workmen become permanent workmen after completion of 3 months of service in the same or another occupation in the industrial establishment.

That the management is also indulging in unfair labour practices as defined in Item No. 10 in the Vth Schedule of ID Act, 1947 which is reproduced as under :

"10. To employ workmen as "Badlis", casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen."

That the action of the management is neither legal nor justified as per the judgment of Hon'ble Supreme Court directions as referred hereinabove as well as Model Standing Orders under Industrial Employment (Standing Orders) Act, 1948 and also unfair labour practices as envisages in Item No. 10 of Vth Schedule of ID Act, 1947.

That the workmen connected with the dispute are entitled to be regularized from the date of their initial employment as indicated in para-3 hereinabove.

That S/Shri Radhey Shyam, Sompal Singh, Kandha Swamy, Smt. Ratna, Narender Kumar, Smt. Shivpal, Smt. Kalawati, Mohan Prasad, Galai Yadav, Ram Singh, Suresh Kumar, Yogesh Kumar, Radhey Shyam, Gurakh Nath and Shri Vijay Singh all Beldars are entitled to be regularized as unskilled worker in the pay scale of Group-D employees revised from time to time.

That S/Shri Sesharao, Lab. Assistant, Naresh Chandra Kushwaha and Naresh Kumar, Wireman and Suresh Kumar, Plumber have been working as skilled workman and they are also entitled to be regularized in the same category from the date of their initial employment.

It transpires from perusal of the order sheet that reference was received in the month of June, 2005 with the direction to give award within a period of 3 months. Registered notice has been served to both the parties. The Ministry of Labour, Government of India also sent the reference to the management by registered post in the month of June, 2005. The management has failed to file reply despite several dates given. The matter is pending almost for 2 years. On 19-4-2007 the case proceeded ex parte and on 22-5-2007 it was reserved for award. The management received the registered notice atleast in the month of April, 2006.

The workmen applicants have filed affidavit.

Heard argument from the side of the workmen.

It transpires from perusal of the claim statement that 19 workmen have been working from 1985—1993 till date. Out of all these 19 workmen, 6 workmen have been working for almost 21 years. The remaining workmen have also been working for more than 15 years.

The workman Shri Naresh Chand Kushwaha have been regularized in the meantime w.e.f. 30-4-1993. So his case has not been considered. There remain 18 workmen who have been working for more than 14-15 years with the management.

My attention was drawn to Uma Devi's case (2006) 4 Scale as under :

"One aspect needs to be clarified. There may be cases where irregular appointments (not illegal appointments) as explained in S. V. Narayanappa (supra), R. N. Nanjundappa (supra), and B. N. Nagarajan (supra), and referred to in paragraph 15 above, of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of courts or of tribunals. The question of regularization of the services of such employees may have to be considered on merits in the light of the principles settled by this court in the cases above referred to and in the light of this judgement. In the context, the Union of India, the State Governments and their instrumentalities should take steps to regularize as a one time measure, the services of such irregularly appointed persons who have worked for ten years or more in duly sanctioned posts but not under cover of orders of courts or of tribunals and should further ensure that regular recruitments are undertaken to fill these vacant sanctioned posts that require to be filled up, in cases where temporary employees or daily wagers are being now employed. The process must be set in motion within six months from this date."

It is vivid from the observations of the judgment of the Constitution Bench produced above that the management should consider the cases of the workmen who have performed work for more than 10 years without intervention of the Courts or of the Tribunals. The workmen have been continued in service for 14 – 15 years without orders of any Court. The posts are vacant. In the instant case the management should have considered the cases of the workmen in the light of the Constitution Bench Judgment but no action has been taken by the management. The management has not complied with the direction of the Hon'ble Apex Court in CPWD Karamchahi Union Vs. Union of India and others passed on 25th March, 1992.

It was further submitted that the government cannot engage temporaries and badlis again and again and it amounts to unfair labour practice. In case temporaries and badlis are continued for years with the object of depriving them of the status and privileges of a permanent employee, it amounts to unfair labour practice.

It was further submitted that Section 25 T provides that the management should not indulge in unfair labour practice. Section 25 U provides that a person who commits any unfair labour practice will be punishable with imprisonment for a term which may extend to six months or with fine, which may extend to Rs. 1000 or with both. The intention of the legislature in enacting 25 T & 25 U is obvious. The legislature wanted that in case Casual and Badlis are engaged for a long period, it amounts to unfair labour practice. There is punitive clause for committing unfair labour practice.

It was submitted from the side of the workman that Vth Schedule of the ID Act specifies some practices as unfair labour practice. The Vth Schedule clause 10 provides the criteria for ascertaining unfair labour practice. It is extracted as hereunder :—

"To employ workman as Badlis, Casuals or temporaries and to continue them as such for years with the object of depriving them of the status and privilege of a permanent workman."

Clause 10 of the Vth Schedule stipulates that in case the workmen are employed as Casuals, Badlis or Temporary and they are continued as such for years, it will amount to unfair labour practice. It establishes to the hilt that the respondent management has committed unfair labour practice. The workmen have been engaged for 14, 15, 16 years as casual and temporary.

It was submitted that Section 25 F, G, T, U and Clause 10 of the Vth Schedule of the ID Act have been deliberately violated. Thus, the management has committed unfair labour practice.

In view of the judgment of the Hon'ble Apex Court the workmen deserve regularization atleast after completion of 10 years of their services.

The reference is replied thus :

The demand of the CPWD Mazdoor Union, New Delhi in regard to regularization of the services of Shri Radhey Shyam and 18 others (as per annexure) is legal and justified. The 18 workmen whose names appear in the chart of the claim statement deserve regularisation atleast from completion of 10 years of their services. The management should regularize them within two months from the date of the publication of the award. A cost of Rs. 25,000 is imposed on the management for unnecessary dragging this case.

The award is given accordingly.

Date: 30-5-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 6 जून, 2007

का.आ. 1892.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रियर अर्थ्स लिमिटेड के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, कोचीन के पंचाट (संदर्भ संख्या आई.डी. 227/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

[सं. एल-29012/16/1997-आई आर (एम)]

एन एस बोरा, डेस्क अधिकारी

New Delhi, the 6th June, 2007

S.O. 1892.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D. 227/2006) of the Central Government Industrial Tribunal/Labour Court, Cochin now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Rare Earths Ltd. and their workman, which was received by the Central Government on 6-6-2007.

[No. L-29012/16/1997-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM
PRESENT**

Shri P. L. Norbert, B.A., LL.B., Presiding Officer
(Friday the 18th day of May, 2007/28th Vaisakha, 1929)

I. D. 227/2006

(I.D. 19/97 of Labour Court, Ernakulam)

Workman/Union : The Secretary
IRE Staff & Workers Union
C/o Indian Rare Earths Ltd.
Udyogamandal
Ernakulam District
Adv. Shri K. S. Madhusoodanan

Management : The Chief General Manager
Indian Rare Earths Ltd.,
Udyogamandal
Ernakulam District

Adv. M/s. Menon & Pai

AWARD

This is a reference made by Central Government under Section 10 (1) (d) of Industrial Disputes Act, 1947 for adjudication. The reference is :

"Whether the action of the management of M/s Indian Rare Earths Ltd., Udyogamandal in withholding one annual increment with cumulative effect in respect of Shri Lalan Varghese is justified?"

2. The facts of the case in brief are as follows :

The management company, Indian Rare Earths Limited is having 3 godowns in Willingdon Island bearing No. XXIV/1439, XXIV/1440 & XXIV/1441. The godowns are situated side by side at a distance of 50 feet each between godowns. The godowns face the West. Godown No. XXIV/1441 is at the Southern end having an office in its front. The next godown on the North is XXIV/1439. It has no office room. Godown No. XXIV/1440 is having an office room at its rear and the godown is situated at the Northern end. The gate of the premises is almost in front of Godown No. XXIV/1441. Two employees were posted in Willingdon Island. The workman, Shri Lalan Varghese was the senior clerk assigned with the duty of clerical work connected with shipping. The other employee is Shri K. C. Joseph who was the godown keeper. His duty was to look after all the godowns and premises. Besides, the security of godowns and premises was entrusted to private security agency. There used to be two watchmen, one for day duty and other for night duty. On 10-11-1994, when the Manager (P & A) and Assistant Manager (IR) visited the godowns they found the office room of godown No. XXIV/1440 occupied by someone and its door locked. On further probe they came to understand that M/s. Pradeep Agencies had occupied the office room of Godown No. XXIV/1440 and some furniture and things were kept in the office room. On that day the Godown Keeper was absent (K. C. Joseph). The private security watchman too was absent. The workman, Shri Lalan Varghese alone was present. He was asked about the unauthorized occupation of office room of Godown XXIV/1440. The workman was not able to give a satisfactory answer. Hence memo was issued to him as well as to K. C. Joseph and the workman was placed under suspension. A domestic enquiry was conducted and the Enquiry Officer found the workman guilty of not informing the company about the unauthorized occupation which was an act of dishonesty in connection with the business or property of the company falling within S-34(b) of Certified Standing Orders of the Company. The Disciplinary Authority imposed a punishment of reduction of basic pay

by one increment with cumulative effect. The finding and the punishment are challenged by the workman.

3. According to the workman the Enquiry Officer has violated the principles of natural justice. He was not given copies of documents relied on by the management sufficiently early. The Enquiry Officer failed to properly assess and appreciate the evidence on record. Hence, according to him, the finding is perverse.

4. The management contends that one of the godowns was occupied by someone without permission of the company. Two employees of the company were working in the premises. They were bound to inform the company. The workman who was present at the time of surprise visit of the officers of the company was not able to offer satisfactory explanation regarding the occupation of premises by M/s Pradeep Agencies. Being an employee of the company sitting and working in the godown adjacent to the godown in question he was in the know of things and he suppressed this information from the company. This is an act of dishonesty. The Enquiry Officer had followed the procedure for domestic enquiry and complied with principles of natural justice. The workman was given sufficient opportunity to cross-examine the management witnesses as well as adduce defence evidence. There was sufficient evidence on record to prove the guilt of the workman. A copy of report was given to the workman and his explanation was sought for by the Disciplinary Authority. The Disciplinary Authority took a lenient view while imposing punishment. No interference, either in findings or in punishment, is called for.

5. In the light of the above contentions the only point that arises for consideration is :

"Whether the workman was aware of the unauthorized occupation of the Godown premises?"

The evidence consists of the oral testimony of MW I and Ext. M1. domestic enquiry file on the side of management.

6. The Point :

Shri Lalan Varghese, the workman was posted in Willingdon Island Godown as senior clerk on 5-6-1990. His duty was to attend to clerical work of shipping. He was allotted office room attached to Godown No. XXIV/1441. Himself and Godown Keeper, K. C. Joseph was using the office room of godown 1441. It is an admitted fact that the Manager (P & A) and Assistant Manager (IR) had visited the Godown on 10-11-1994 at about 12.30 p.m. It is also not disputed that they had found that the office room attached to Godown No. XXIV/1440 was occupied by M/s. Pradeep Agencies and some things were kept in the office room and it was kept locked. It is to be noted that the only person then present in the premises was the workman. The other employee, K. C. Joseph, was absent. So also watchman

from private security agency too was absent. At the time of hearing the validity of enquiry was not pursued by the learned counsel for the workman. But he argued only on merits. According to him, the workman was not in charge of the godowns and he was not aware whether the other two godowns were given on rent to anyone. He was not duty-bound to inform the company about the occupation of any of the godowns by any third party. It was the look out of the godown keeper.

Though the enquiry file is produced none of the documents marked in the enquiry are seen produced, but only the deposition of witnesses, copy of charge sheet and some miscellaneous papers. However it was submitted by the learned counsel for the management that since almost all the contentions of both parties are admitted and the issue is limited to the knowledge of the workman about the unauthorized occupation, even without the production of documents the matter can be disposed of.

7 The charges levelled against the workman are four in number :

- (1) When the officers of the company visited the Godowns in Willingdon Island on 10-11-1994 one of the godowns was seen occupied by some unauthorized person and the workman had knowledge about it, but he failed to inform the company.
- (2) When the workman was asked about the Godown Keeper, Shri K. C. Joseph, the former lied to the officers of the company saying that Shri K. C. Joseph had just gone out of the office.
- (3) The watchman was not available in the premises since 5-11-1994 continuously till the visit of the officers of the company on 10-11-1994. This fact was not also informed by the workman to the company.
- (4) An outsider was seen in the Godown premises who claimed to be a person entrusted with watchman's duty of the Godowns by the watchman of the private security agency. But that person was a tea vendor and he was preparing tea in the premises of the Godowns and supplying it to customers outside the premises. This was also not informed by the workman to the company.

But the Enquiry Officer found the workman guilty of only the first charge. Regarding other charges the Enquiry Officer found that the godown keeper was present on 10-11-1994 when the officers visited again in the afternoon and what was told by the workman in the morning was true. It was also found that it was not the duty or responsibility of the workman to inform the company about

the absence of watchman in the godown. It has to be done by the godown keeper. The tea vendor alleged to have been present when the officers visited the premises and he was preparing tea in the premises is not a true story. Since there was a water pipe in front of the godown the tea vendor had come there to wash his glasses and kettles and not for preparing tea. Thus the only aspect to be considered is whether the workman had knowledge about the unauthorized occupation of the premises by M/s Pradeep Agencies and had he a duty to inform the company about it. It is the case of the workman that; he was absent on 4th, 5th, 7th and 9th November, 1994 from the office. 6th November was Sunday. On 8th and 10th he was present. This is not disputed by the management. The office room attached to Godown No. XXIV/1440 was occupied by M/s Pradeep Agencies on 5-11-1994 admittedly. Their occupation was upto 10-11-1994 when the officers of the company visited the premises. The officers after having convinced of the unauthorized occupation called the police and in their presence the office room was sealed. Thus 5 days M/s. Pradeep Agencies was occupying the premises. Admittedly, on the day they occupied the premises the workman was absent, but the Godown Keeper was present. The only possibility of knowing about the unauthorized occupation was only on 8th and 10th when the workman was present in the office. But it is relevant to note that unless some things were brought to the godown or taken out of the godown by M/s. Pradeep Agencies on 8th and 10th there was no chance for the workman to notice about the unauthorized occupation. After all what was kept in the office room of the Godown No. XXIV/1440 by M/s Pradeep Agencies were a weighing machine, some tea powder and some furniture and nothing else. There is no evidence to show that on 8th and 10th M/s. Pradeep Agencies had been to the premises or they had brought or returned anything from the premises in order to invite the attention of the workman. It has also not come out that the godown keeper, Shri K. C. Joseph had divulged to the workman about the occupation of the premises by M/s. Pradeep Agencies. Thus the workman had no chance of knowing about the unauthorized occupation without being informed either by the Godown Keeper or by the watchman. But the watchman was absent since 5-11-1994. The duty of the workman was only to attend to the clerical work. He was not put in charge of the godowns or the premises even in the absence of the Godown Keeper. Therefore he was not duty-bound to look after godowns or enquire about the arrangements the company was making with regard to other godowns in the premises. It is relevant to note that the management admits that they used to lease out the other godowns on and off to different tenants. If that be so, it is all the more difficult for the workman to know whether there is a change of tenancy and whether the occupancy by a new tenant is authorized or unauthorized. It is the duty of the godown keeper to protect and preserve the godown premises. If the company permits any tenant to occupy the

godowns the company informs the godown keeper and not the workman who is only a clerical staff. Unless there was a practice of officially informing the workman about the letting of premises to any third party, he was not bound to enquire about the arrangements made with regard to other godowns. Even if there is unauthorized occupation he would not know whether it is authorized or unauthorized without being informed either by the godown keeper or by the watchman. Having not assigned any duty with regard to other godowns he cannot be asked to explain about the occupation of other godowns by any one.

8. The management is referring to S-34(b) of the Certified Standing Orders of the company which reads : "dishonesty in connection with the company's business or property". The question is—whether there is any dishonesty on the part of the workman? I have already mentioned that he is not assigned the duty of looking after the affairs of godowns, but only the shipping work in the office. There is another employee to look after the godowns. At any rate there is no dishonesty with regard to the business of the company. If so, the question is—whether there is any dishonesty with regard to the property of the company? Since he is not the custodian or the protector of the Godowns and unless he connived with the Godown keeper in making arrangements for letting the Godown to third party it cannot be said that there is any dishonesty on the part of the workman with regard to the property of the company. Not only about the property in Willingdon Island but even with regard to other properties and assets of the company also, as an employee, he may come to know about underhand dealings which are prejudicial to the interest of the company. But merely because he is an employee he is not bound to inform the management about such dealings. Each one is assigned his duty and is bound to discharge that duty alone to the satisfaction of the employer. He is not supposed to poke his nose into the affairs of other employees or officers or matters. I do not think there is any dishonesty in connection with the property of the company by the workman. If so there is no legal obligation on his part to inform the company about the unauthorized occupation. If the management is referring to moral obligation then it has to be said that the moral obligation cannot cast legal liability. For breach of moral obligation no legal action can be taken by the employer. That apart, the evidence and circumstances go to show that there was no possibility for the workman to know about the unauthorized occupation. First of all the occupancy was only for 5 days and during the 5 days he was present only on 2 days. On the day of occupation he was absent. That being the circumstances the contention of the workman that he had no knowledge about the unauthorized occupation of premises by M/s. Pradeep Agencies is more probable than the case of the management. Assuming that he was aware even then he was not bound to inform the company and it had to be done by the

concerned employee, the godown keeper. There is no violation of S-34(b) of Certified Standing Orders.

9. The Enquiry Officer after holding that "strictly speaking he is not bound to look after the affairs of the godowns of the company" and "even though Mr. Lalan Varghese is not the godown keeper we have to presume that he is in the know of things in the godown" came to a conclusion that the workman had knowledge and he had failed to inform the company and it amounted to infraction of S-34(b) of Certified Standing Orders. There is no evidence on record to prove that there was any possibility for the workman to know about the unauthorized occupation. Therefore the finding recorded by the Enquiry Officer is perverse. He had neither knowledge nor duty to inform the company about the unauthorized occupation. It follows therefore that the punishment imposed also cannot be sustained.

10. In the result, an award is passed setting aside the findings and the punishment and holding that the action of the management in withholding one annual increment with cumulative effect in respect of Shri Lalan Varghese is illegal and unjustified. He is entitled to back wages and service benefits. No cost. The award will take effect one month after its publication in the official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 18th day of May, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Workman/Union :

Nil.

Witness for the Management :

MW1—Shri George Varghese—7-5-2007.

Exhibits for the Workman/Union :

Nil.

Exhibits for the Management :

M1—Enquiry File.

नई दिल्ली, 6 जून, 2007

का.आ. 1893.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई स्टील प्लांट के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/ब्राम न्यायालय जयपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एल सी/आर/39/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

[सं. एल-26012/15/1991-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 6th June, 2007

S.O. 1893.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/39/92) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhilai Steel Plant and their workman, which was received by the Central Government on 6-6-2007.

(No. L-26012/15/1991-IR (M))
N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/39/92

Shri C. M. Singh, Presiding Officer

The Secretary,
Samyukta Khadi Mazdoor Sangh (AITUC),
P.O. Dallirajghara,
Distt. Durg (MP) Workman/Union

Versus

The Managing Director,
Bhilai Steel Plant,
Bhilai, Distt. Durg (MP) Management

AWARD

Passed on this 29th day of May, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-26012/15/91-IR (Misc) dated 13-2-92 has referred the following dispute for adjudication by this tribunal :—

"Whether the action of the management of Bhilai Steel Plant in relation to their Mahamaya Mines in terminating the services of Shri S. L. Sahu, P. No. 211057, Weigh Bridge Clerk w.e.f. 14-2-90 is lawful and justified? If not to what relief the workman is entitled to?"

2. The case of workman/Union in brief is as follows. That workman Shri S. L. Sahu, P. No. 211057 was employed as Weigh Bridge Clerk in the Mahamaya Mines of Bilaspur. He has put in 13 years of regular service and had maintained although a clean record of service when all of a sudden, he was charge-sheeted vide Memorandum No. MIM(M)/Estt./Disc/88/307 dated 26-3-1988. The charge levelled against him is as under :

"That Shri S. L. Sahu, P.No. 211057 of Mahamaya Mines while functioning as Weigh Bridge Clerk during the period Feb. 1986 to December 1986

committed gross misconduct in as much as he willfully and deliberately made alterations/tamperings and abetted in making such alterations/tamperings in the original copies of Production DATA-B for February 1986 to July 1986 and December 1986 after getting them signed by the mines Manager (Mahamaya) and before handing them over to E.D.P. thereby inflating the earnings of the gangs, resulting in excess payment to many DPR workmen of Mahamaya Mines."

In pursuance of the above charge, an Enquiry was held and the Enquiry officer vide his findings held as under :—

"Found guilty of committing an act of misconduct inasmuch as he abetted in making alterations/tamperings by the C.S.E.—1, in the Wage Payment Documents of D.P.R. Mazdoors of Mahamaya Mines."

In pursuant to the above findings, the services of the workman were terminated w.e.f. 14-2-90. That the departmental enquiry conducted against the workman has a number of defects, irregularities and illegalities. The Enquiry Officer recorded his findings without properly appreciating the evidence on record. The charge levelled against workman Shri S. L. Sahu has been abetment of committing misconduct by another employee Shri L. L. Balihare, Mining Mate (CSE-I). As a matter of fact, the enquiry was conducted against both workman Shri S. L. Sahu and Shri L. L. Balihare. The workman has denied the charge framed against him and pleaded innocence. As per Enquiry Report, Shri L. L. Balihare, Mining mate admitted his mistake and his misconduct, but at no place, it could be proved that the workman has also admitted the charges levelled against him. In the report of Enquiry Officer, it has been held that Shri L. L. Balihare and workman Shri S. L. Sahu through applications dated 16-2-87 to the Mines Manager prayed for exoneration bear the signatures of both Shri L. L. Balihare and workman Shri S. L. Sahu. But the signature of Shri S. L. Sahu did not tally. It has been averred that the above fact indicates that the workman did not admit the charges levelled against him. Besides the above, there were 3 persons namely Shri L. L. Balihare, Mining Mate, workman Shri S. L. Sahu, Weigh Bridge clerk and Shri S. D. Prasad, Recorder of Mahamaya Mines who had been dealing with wage bills of gangs, only two of them were charge-sheeted i.e. Shri L.L. Balihare and workman Shri S. L. Sahu. Shri S. D. Prasad happened to be a favourite of the officers so was left out and no charge-sheet was issued to him. This discriminatory treatment had been meted out to the above two persons while dealing with this case. The Enquiry Officer has held that workman Shri Sahu is guilty of the misconduct of "abetment" only whereas in the Mines Standing Orders, nowhere it is mentioned that the said act of abetment of the workman

was major or minor misconduct. Not only this, there is no substantial or cogent evidence adduced by the management which would warrant punishment of termination of services or for that reason any other punishment whatsoever. Despite the above facts, the management imposed the punishment of termination of service of the workman which is wholly unjustified, illegal and arbitrary. Therefore the order of termination deserves to be set-aside. The delinquent workman submitted an appeal to the Managing Director, Bilaspur praying for withdrawal or order of termination and to re-instate him on his former post, but to no effect in as much as his request for reinstatement was not acceded to by the management. It is therefore prayed that order of management of termination of the workman be set aside with all consequential benefits etc.

3. The management contested the reference and filed their written statement. Their case in brief is as follows. The workman was employed as Weigh Bridge Clerk with the management. He was charge-sheeted for committing grave and major misconduct of wilfully and deliberately making alterations/tampering and abetted in making such alterations/tampering in the original copies of production data-B for the period of February-86 to July-86 and December-86 after getting them signed by the Mines Manager and before handing them over to the finance Section, Rajihara for further processing to EDP, thereby inflating the earnings of the gangs resulting in excess payment to many DPR workers of Mines. The Departmental Enquiry was conducted against Shri L. L. Balihare and workman Shri S. L. Sahu for similar charges of misconduct of deliberately making alteration/tampering in the Production Data Sheet before handing over to the EDP section for the purpose of payment to the Departmental Piece Rated Workers. Excess payment has been made to DPR workers as a result of this. The charges were found proved against both Shri L. L. Balihare and workman Shri S. L. Sahu in the enquiry conducted and consequently services of both of them have been terminated. The Departmental Enquiry was conducted by the Enquiry Officer adhering to the requirements of principles of natural justice. It has been specifically denied by the management that there are number of defects, irregularities and illegalities in the enquiry proceedings rendering it illegal and in-operative and the services of the workman has been terminated in an illegal, arbitrary, wrongful, unjustified and improper manner. Shri L. L. Balihare and workman Shri S. L. Sahu both have admitted the misconduct in the beginning but workman Shri S. L. Sahu subsequently denied stating that the statement of admission was signed by him when his senses were not in his control and hence the Enquiry Officer proceeded with the enquiry and ultimately found them guilty. The Enquiry Officer in his report has held that Shri Sahu has stated before the Enquiry Officer to have signed the self admission while his senses were not under his control and this can be one of the reasons why his

signature did not tally. As submitted earlier since Shri L. L. Balihare, Mining Mate and Shri S. L. Sahu Weigh Bridge Clerk denied the statement of admissions praying for exoneration to the Mines Manager, the Disciplinary Authority ordered departmental enquiry against both of them. The Enquiry Officer gave the following findings against Shri L. L. Balihare, Mining Mate :—

"Found guilty of committing an act of misconduct in as much as he wilfully and deliberately made alteration/tampering in the Wage Payment Documents of DPR workers of Mahamaya Mines."

The Enquiry Officer held the following regarding workman Shri S. L. Sahu :

"Found guilty of committing an act of misconduct in as much as he abetted in making alterations/tamperings by the CSE-1 in the wage payment documents for DPR mazdoors of Mahamaya Mines."

It has been specifically denied on behalf of the management that Shri S. D. Prasad recorder of the Mines who also dealt with wage bills of gangs was not charge-sheeted being favourite of the officers. It has been specifically pleaded that a prima facie case was emerged only against Shri L. L. Balihare and the workman and hence the Departmental Enquiry against Shri S. D. Prasad, Recorder was not initiated. It has also been pleaded that according to clause 29 (1) (XXI) of Standing Orders for mines, abetment or attempt to commit any of the acts of misconduct is a major act of misconduct and thus the workman had committed major misconduct. Therefore the services of workman Shri S. L. Sahu has been terminated properly and illegally after he was found guilty of committing major acts of misconduct. The Enquiry Officer considering the documents and evidence of witnesses produced before him had come to the conclusion and gave his findings in the Enquiry. Based on the findings of the enquiry, the Disciplinary Authority has rightly terminated the services of workman Shri Sahu as he was found guilty of major misconduct of abetting in making alterations/tampering in the wage payment amount of departmental piece rated mazdoor of the Mines. The workman is therefore not entitled to any relief whatsoever and the reference deserves to be dismissed with cost.

4. The order sheet dated 26-11-94 indicates that my learned predecessor in office upon the pleadings of the parties framed the following 5 issues :—

- (i) Whether the enquiry is just, proper and legal ?
- (ii) Whether the management is entitled to lead evidence before this tribunal ?
- (iii) Whether the charges of misconduct are proved on the facts of the case ?
- (iv) Whether the punishment awarded is proper and legal ?
- (v) Relief and costs ?

FINDINGS

5. Issue Nos. 1 & 2 :

The order-sheet dated 7-4-95 reveals that my learned predecessor in office answered issue No. 1 in favour of the management meaning thereby it was held by him that the enquiry is just, proper and legal. The order-sheet of the aforesaid date further reveals that my learned predecessor in office held that Issue No. 2 has become redundant. Thus the above is the adjudication made by my learned predecessor on Issues No. 1 & 2. The findings on these issues shall form the part of award.

6. Issues No. 3 :

In view of findings on Issue No. 1, that enquiry is just, proper & legal, the charges of misconduct are proved on the facts of the case as the Enquiry Officer vide its finding held as follows :—

“Found guilty of committing an act of misconduct in as much as he abetted in making alterations/tamperings by the CSE-1 in the wage payment documents for DPR mazdoors of Mahamaya Mines.”

Issue No. 3 is therefore decided in the affirmative in favour of the management and against the workman/Union.

7. Issues No. 4 & 5 :

These issues are co-related to each other, therefore, both are being taken together for adjudication.

8. I have heard Shri C. R. Bakshi, President, Samyuktha Khadan Mazdoor Sangh for workman/Union and Shri A. K. Shashi, Advocate for management. I have very carefully gone through the entire record of reference. It has been submitted on behalf of workman/Union that the action of the management is unjustified and improper for the reason that the workman has been given punishment of removal from service which is disproportionate to the act of misconduct. Though in the written argument, law has been cited on the above point but the workman/Union failed to supply the law cited therein and therefore this tribunal could not go through the law cited by the workman/Union in their written argument. Against the above, the learned counsel for the management submitted that the act of misconduct committed by workman Shri Sahu is of such a nature that it warrants for criminal prosecution in addition to departmental action. That the act of misconduct committed by the workman is of tampering with the records which amounts to fabrication of evidence to support wrongful payment of higher amount of money than that is legally payable. He further submitted that this kind of misconduct is of grave nature and involves moral turpitude. That there can be no more appropriate punishment for such misconduct than atleast termination from service. The learned counsel for the management also submitted that the above act of misconduct can also be said to be analogous to the misconduct of misappropriation of money where the Hon'ble Supreme Court has time and again by

its decision in various cases held that in cases of misappropriation there cannot be any other punishment than dismissal. That the amount of misappropriation may be small or large but it is an act of misappropriation that is relevant to award the punishment of dismissal. In this respect, he placed reliance on 1996-LAB-I.C-1056 in the case of Municipal Committee, Bahadurgarh V/s. Krishnan Behari and others. I have very carefully gone through the law cited above. In the law cited above, the respondent was a clerk in the municipal committee. He was alleged to have misappropriated a sum of Rs. 1548.78p. by falsifying the accounts. He was prosecuted in a criminal case and convicted under Section-409 of the Indian Penal Code, in the appeal, the conviction is altered from Section 409 to Section 468 of the Indian Penal Code. In view of the above punishment, the Municipal Committee dismissed the respondent. Under the facts and circumstances, the Honourable Supreme Court observed as follows :—

“There cannot be any other punishment than dismissal. Any sympathy shown in such cases is totally uncalled for and oppose to public interest. The amount misappropriated may be small or large; it is the act of misappropriation that is relevant”

Having considered the law cited above and the facts and circumstances of this case, I am of the considered opinion that the punishment imposed on the workman of dismissal from service is not dis-proportionate to the act of misconduct committed by him and under the circumstances, the workman is not entitled to any relief. But so far as the costs of the reference is concerned, I take a lenient view that the parties shall bear their own costs of this reference.

9. In view of the above, the reference is answered in favour of the management and against the workman/Union and it is hereby held that the action of the management of Bhilai Steel Plant in relation to their Mahamaya Mines in terminating the services of Shri S. L. Sahu, P.No. 211057, Weigh Bridge Clerk w.e.f. 14-2-90 is lawful and justified and consequently the workman is not entitled to any relief. So far as the cost of reference is concerned, the parties shall bear their own costs. Issues No. 4 & 5 are decided accordingly in favour of the management and against the workman.

10. In view of the above findings on issue No. 1 to 5, the reference is answered in favour of the management and against the workman/Union with the findings that the action of the management of Bhilai Steel Plant in relation to their Mahamaya Mines in terminating the services of Shri S. L. Sahu, P. No. 211057, Weigh Bridge Clerk w.e.f. 14-2-90 is lawful and justified and consequently the workman is not entitled to any relief. Parties shall bear their own costs of this reference.

11. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 6 जून, 2007

का.अ. 1894.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार भिलाई स्टील प्लांट के प्रबंधकों के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/प्रति न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एल सी/आर/115/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

[सं. एल-29011/29/2002-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 6th June, 2007

S.O. 1894.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/115/2002) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Bhilai Steel Plant and their workman, which was received by the Central Government on 6-6-2007.

[No. L-29011/29/2002-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/115/2002

Shri C. M. Singh, Presiding Officer

The Secretary,
Samyukta Khadan Mazdoor Sangh,
Nandini Mines of B.S.P.,
Distt. Durg (Chhattisgarh) Union/workmen

Versus

The General Manager (Mines),
Bhilai Steel Plant,
Bhilai (CG) Management

AWARD

Passed on this 15th day of May, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-29011/29/2002-IR (M) dated 1-8-2002 has referred the following dispute for adjudication by this tribunal :

"Whether the action of the Management of Bhilai Steel Plant in withdrawing the promotion of Shri Shivsewak Ram, P.N. No. 74353 vide its Order No. OMQ/NM/PF/2K/668 dated 23-2-2000 is legal and justified? If not, to what relief the workman is entitled?"

2. The case of the Union, Samyukta Khadan Mazdoor Sangh, Nandini Mines of B.S.P., Distt. Durg (CG) in brief is as follows :—

"That Shri Shivsewak Ram, P.N. No. 74353 was promoted as Senior Technician (Mechanical) hereinafter called Sr. Tech (Mech) w.e.f. 30-6-1995, Shri U. S. Dewangan, P.No. 230433 and other eleven employees were regularised as Sr. Tech. (Mech) after completing eighteen months training of Sr. TOT. All these employees were regularised as Sr. Tech. (Mech) before 30-6-95 on different dates. Another employee Shri H. K. Lal, P. No. 212146 joined Nandini Mines as Sr. Tech. (Mech) on 2-2-1993 on transfer from Rajahara Mines on own request. Thus all these thirteen employees became senior to Shri Shivsewak Ram in Sr. Tech. (Mech). As per present Line of Promotion of Mech. Maint, promotion from Sr. Tech. to Master Technician hereinafter called Mast. Tech. are given strictly as per seniority because no trade test is required for promotion. Shri Shivsewak Ram promoted as Mast. Tech. w.e.f. 31-12-1998 vide order No. OMQ/NM/PF/99/783 dttd : 26-4-1999 by Dy. Manager (Pers), Nandini Mines, after approval of competent authority. Thus the management has committed a gross mistake by promoting the junior by superseding thirteen senior employees. They filed grievances to give them designation of Mast. Tech. w.e.f. 31-12-1998. The Assistant Manager (Pers), Nandini Mines withdrew the promotion order of Sh. Shivsewak Ram without approval of competent authority which is null and void. It is requested that all these 13 employees be given promotion from the date, the junior was promoted as Mast. Tech. with all benefits.

3. The Management in order to contest the reference filed their Written Statement. Their case in brief is as follows. The claim of workmen/Union may kindly be dismissed with cost. It has been denied that the withdrawal order of promotion was null and void. It was actually a correction of error. It has also been denied that the order of promotion was issued without approval of the competent authority. The withdrawal order was justified and legal. The workmen/Union has no Locus Standi to ask for promotion.

4. During the proceeding of this reference on 9-5-2007 Shri C. R. Bakshi, president of the Union submitted that now no industrial dispute is left between the parties. He requested for passing no dispute award. Shri T. Das, Manager (Law) for the management did not oppose the aforesaid request made by Shri Bakshi.

5. It is very clear from the above that now no dispute is left between the parties, therefore it shall be just and reasonable to pass no dispute award. Consequently no dispute award is passed without any order to costs.

6. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 6 जून, 2007

का.आ. 1895.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार हुट्टी गोल्ड माइन्स को. लिमिटेड के प्रबंधन के सम्बन्ध निषेधकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/अप न्यायालय, बंगलूर के पंचाट (संदर्भ संख्या सी आर 42/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

[सं. एल-43012/2/2001-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 6th June, 2007

S.O. 1895.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. C.R. 42/2001) of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employer in relation to the management of Hutti Gold Mines Co. Ltd. and their workman, which was received by the Central Government on 6-6-2007.

[No. L-43012/2/2001-IR(M)]

N.S. BORA, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

Dated 21st May, 2007

PRESENT

Shri A.R. Siddiqui, Presiding Officer

C.R. NO. 42/2001

I PARTY

The Ambayya Ex. U.G.T.
No. 2983 Kotla Village,
P.O. Kota Lingasura,
Tq. Raichur,
Raichur

II PARTY

The General Manager,
Hutti Gold Mines Co. Ltd.,
Hutti P.O.
Raichur

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute

vide Order No. L-43012/2/2001-IR (M) dated 13th June, 2001 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of M/s. Gold Mines Co. Ltd. Hutti is justified in terminating the services of the workman Shri Ambayya w.e.f. 5-10-2000? If not to what relief the workman is entitled?"

2. The case of the first party workman as made out at Paras 4 to 13 of the claim Statement is as under :

"That the first party joined the services of the management on 1-4-1991 as a temporary underground General workman. Thereafter his services were confirmed on 31-3-1992. He was discharging his duties sincerely, honestly and diligently without giving room for any omission or commission. In other words, his service in the second party company was an unblemished one.

That on 25-9-1996 while the first party was working in the underground, he met with an accident and as a result of the same, he slightly lost vision in his right eye. After the said accident, the first party was referred to Raichur for treatment and then he was referred to the Minto Hospital at Bangalore for Medical check up. After check up, the Doctor certified that the vision of the first party was all right and he can report for duty. On account of this accident and treatment, the first party was under Sick Leave for 5 months and the same was granted by the second party with salary.

That the Chief Medical Officer of the second party gave a Fitness Certificate to the first party and sent him for work. The Section Officer of the second party allotted work to the first party at Central Shaft material Shop as a Store Boy. The first party worked therein for one year. He was then transferred to Central Shaft as Office Boy and there he worked for around 10 months. The first party was retransferred to the Mill under Office order dated 30-5-2000 as a Helper. The first Party obeyed the order and immediately reported for work at Mill Department as ordered. Just after 3 weeks again he was transferred back to underground department as a Machine Helper. Since then the first party worked in the underground. Thus just within a span of 3 years, the second party management transferred the first party 4 times and the first party obeyed the same and worked in different the same and worked in different places within any commission or omission, but putting up all the inconvenience and difficulties that occasioned to him due to frequent transfers.

That the matter stood thus, much to shock and surprise of the first party, the second party

management terminated the services of the first party by its order dated 21-9-2000 on the ground that the first party is keeping indifferent health on and from 25-9-1996 on the plea of loss of vision in his right eye, due to loss of right eye vision and also on the false ground that because of his continued ill health, the first party was unable to perform normal work. However, the second party management offered a sum of Rs. 21,151.20 as a meager compensation which he did not accept.

That on account of the accident, he was sustained only a permanent partial disablement viz. slight loss of right eye vision. Even admittedly, as per Schedule 1(25) of the workmen's compensation Act, 1923, percentage of loss of earning capacity is only 40% and the second party has not paid proper and adequate compensation to the first party even after agreeing to do so under its letter dated 27-1-2001 addressed to the Asstt. Labour Commissioner (Central, Bellary), in the course of the conciliation proceedings.

That the action of the second party in terminating the services of the first party under its order dated 21-10-2000 w.e.f. 5-10-2000 invoking Clause 16(1) of the Company's Standing Orders is only illegal, misconceived, unjust, arbitrary and not sustainable either in law or on facts.

That the management is not at all justified in terminating the services of the first party long after the accident and treatment; certification of Fitness for employment in the company by the Chief Medical Officer of the second party and after four years of the first party's continued and satisfactory working in the service of the management company.

That the second party is not at all justified in coming to the conclusion that the first party was under continued ill health and therefore, was not able to perform his normal work and therefore, he was to be terminated from the services of the company under Clause 16(1) of the certified Standing Orders of the Company. This conclusion of the second party is not based on any material evidence not after any enquiry conducted into the matter under the provisions of the Certified Standing Orders of the company.

That the action of the second party amounts to "retrenchment" within the meaning of Section 2(cc) of the ID Act and since the pre-conditions under Section 25F, 25G and 25N of the Industrial Disputes Act have not been complied with by the second party before terminating the services of the first party w.e.f. 5-10-2000, the action is void ab initio; that the action of the second party is opposed to the law laid down by the Hon'ble Supreme Court of India in the case of

Western India Match Company Ltd., Vs. 3rd Industrial Tribunal, West Bengal, reported in 1978(1) LLJP 206, wherein the Hon'ble Apex Court have laid down the law as follows :

"that since the employees was all along on leave granted by the employer no question of incapacity or being incapacitated from properly discharging his duties and therefore, the question of capacity to discharge the duties does not call for consideration. The clause (in the contract of service) relied upon comes into play only when an employee who has to discharge his duties fails to do so and the employer makes a judgement of the situation and comes to the conclusion that it is on account of an incapacity which will last longer than two months that the failure to discharge the duties will arise. As has been rightly held by courts below, the clause could not have been invoked and the termination of service was bad in law"

3. Therefore, in the light of the above, the first party workman requested this tribunal to set aside the termination order passed against him and reinstate him in service with back wages, continuity of service and other consequential benefits.

4. The management by its Counter Statement on the other hand contended as follows :

That the first party Sri Anbayya was employed as a temporary worker on 1-4-1991 in the capacity of a Helper for underground general work.

He was confirmed on 31-3-1992. While he was working underground he met with a mining accident on 25-9-1996. As a result of the accident, he lost vision in the right eye, which was assessed by the Chief Medical Officer of the Hutti Gold Mines Hospital and also Minto Hospital at Bangalore. Hence, he was paid compensation to the extent of 30% of his wages as required under the workmen's Compensation Act. However, on humanitarian grounds, he was given work on the surface as Store boy at the Central Shaft Material Stores. However, he was not able to carry out his work as Stores boy on account of his frequent ill health and the work in the stores was being affected. After about ten months, he was transferred to the mill office by an office order dated 30-5-2000 as a Helper. There also, on account of his ill health, he was not able to carry out his work and he was absenting frequently. Again, in order to give him an opportunity, he was transferred as Machine Helper related to underground department. Even here, on account of his ill health, the work was being affected.

During the period of his ill health, he was being granted leave with salary. Finally he was again examined by

the Chief Medical Officer of the Hutti Gold Mines Hospital and was found unfit for work on account of continuous absence which was affected the work. Under the circumstances, the management considered that no purpose would be served in giving him work even on the surface and on account of his ill health, his services were terminated as per clause 16(1) of the company's standing orders, with effect from 5-10-2000. He was declared unfit by the Medical Board on 1-7-2000. He was also paid in consideration of his service an amount of Rs. 21,151.20 though it is not a case of retrenchment. The order of termination was passed on 21-9-2000; that the first party refused to receive the order of termination. Hence it was sent by RPAD. The first party had raised a dispute before the Assistant Labour Commissioner (Central), Bellary. The management had explained the case of the first party and justified the order of termination simpliciter. On failure of conciliation, the matter was referred to the Central Govt. Industrial Tribunal, Bangalore vide its order dated 13-6-2001 under Section 10(1)(d) Sub-section 2(A) of the Industrial Disputes Act, 1947 for adjudication.

5. While, giving reply to paras 9 to 11 of the claim Statement, the management denied the contention that the order of termination passed by it under clause 16(1) of the Standing Orders of the company is illegal and unjust. It contended that the management terminated his services both in accordance with the Certified Standing Orders of the Company and in accordance with Section 2(o) of the ID Act, which specifically makes mention of the fact that termination of the services of the workman on the ground of 'continued ill health' is precluded from the definition of the term "retrenchment" clause provided under Section 25 F of the ID Act. The management also contended that there was no question of violation of Section 25 G & N of the ID Act as the first party was given opportunity of about 3 years period to render his services even after the mining accident. Therefore, the management requested this tribunal to reject the reference.

6. During the course of trial, the management examined MW1, the then Ophthalmic Surgeon and got marked 9 documents in his examination chief and MW2 in his examination chief got marked some postal covers with AD slips said to have been sent to the first party along with the termination order marked at Ex.M10 series.

7. The first party by way of rebuttal, filed his affidavit evidence and in his examination chief got marked one document at Ex.W1 namely the certificate issued by the Minto Eye Hospital.

8. Statement of MW1 in his examination chief is to the effect that while he was working with the Management Company as an Ophthalmic Surgeon had an occasion to

examine the first party who suffered from Mining Accident on 25-6-1996. He examined and treated the right eye of the first party which had suffered injury due to the accident. Then he spoke to the fact that the documents at Ex.M1 to M7 pertained to the said Accident, Ex.M8 is the termination order and Ex.M9 is the Standing Orders of the management. The last sentence he stated that he issued the certificate at Ex.M7 in the format of Form 'O' certifying to the effect that the first party was not medically fit to work as 'under ground employee'. In his cross examination it was elicited that the first party suffered the said eye injury at the time of the accident while working as Underground Mine Employee. It was elicited that he has lost 30% of his earning capacity due to the said accident and he has given the certificate at Ex.M7 certifying that the first party is unfit to work as underground employee'. He stated that it is possible to the first party to work as Surface labourer with his 70 percent earning capacity.

9. The statement of MW2 is not very much relevant for the purpose as he has just spoken to the fact that the termination orders were sent to the first party by registered post and they were returned back as "undelivered". There was no cross examination to MW2.

10. As far as the first party concerned, in his affidavit he just reiterated the various averments made in his Claim Statement, therefore, need not be repeated. In his cross examination he denied the suggestion that he did not attend the work of the Store Boy regularly and was remaining absent quite frequently and that he was not regular to the duty when he was posted to other departments. He denied the suggestion that being examined by the company doctor he was declared medically unfit to attend duty and that his termination was justified in the light of medical certificate.

11. The facts undisputed are that the first party as a temporary 'underground general workman' joined the services of the management on 1-4-1991 and his services were confirmed on 31-3-1992. On 25-9-1996, while he was working in the underground, met with an accident losing vision in his right eye to the extent of 30 per cent of his earning capacity. He remained on sick leave for five months being paid leave salary for the said period. After the accident and availing of sick leave for 5 months, when he joined the service, he was given work on the surface as a Store Boy at the Central Shaft Material Store and after about 10 months he was transferred to Mill Office by order dated 30-5-2000 as a helper. He was again transferred as a Machine helper to the underground department. Now, therefore, it is the case of the management that subsequent to the accident, the first party having suffered loss of vision in his eyesight was continuously suffering from ill health and was absenting from duty very frequently on account of his ill health and therefore, the management was justified in terminating his services as per Clause 16(1) of the Company's Standing Orders w.e.f. 5-10-2000.

12. Whereas, as seen above, the case of the first party workman is that though he suffered loss of vision in his right eye, it was only to the extent of 30 per cent of the earning capacity and as per the medical certificate of the management itself he was unfit to work as underground labourer and not unfit to work on surface of the Mines. He contended that being able to work on surface, he in fact worked for about a period of 3 years as admitted by the management itself but all of a sudden his services were terminated invoking the above said clause of the Company's Standing Orders which termination order is bad in law and opposed to the principles of natural justice. Now therefore, in the face of the aforesaid admitted position of facts, a question arises as to whether the management was justified in terminating the services of the first party as per clause 16(1) of the Company's Standing Orders which runs as follows :

"For terminating the employment of a permanent workman notice in writing shall be given either by the company or the workman. One month's notice in the case of supervisory, clerical and other administrative staff and two week's notice in the case of other workmen, or in lieu of notice one month's pay or two weeks pay as the case may be shall be paid."

13. Learned counsels representing the parties have filed their written arguments. Learned counsel for the management justified the termination relying upon the oral testimony of MW1 and the documents at Ex.M7, the medical certificate issued by him, the termination order at Ex.M8 and the aforesaid standing orders at Ex.M9.

14. Whereas, learned counsel for the first party not seriously disputing the statement of MW1 rather relying upon his statement itself, the certificate issued by him and the aforesaid standing orders argued that it was not a case of continued ill health and therefore management was not justified in invoking the above said clause in the standing orders in terminating his services particularly, without giving him any opportunity of hearing either by way of show cause notice, any memo or by way of conducting any regular enquiry. He contended that the defence of the management as could be made out from the counter statement as well as from the termination order what appears is that the first party suffered from continued ill health and thereby was remaining absent from duty very frequently resulting into his termination. Therefore, learned counsel contended that as far as the contention of the management that it was a case of 'continued ill health' is not substantiated and as far as his absent from duties concerned, neither there is any material produced nor any action was taken against him for his unauthorized absence so as to terminate his services. Therefore, according to him it was a clear cut case of retrenchment as defined under Section 2(cc) of the ID Act and since it was not followed

by the compliance of Section 25F of the ID Act, it was an illegal retrenchment to be quashed at the hands of this tribunal.

15. On going through the records I find substance in the arguments advanced for the first party. In order to appreciate the respective contention of the parties let me bring on record the very termination order passed against the first party.

"You have been keeping indifferent health from 25-9-1996 due to loss of eye vision (right) and this condition has incapacitated you for further work. Further, due to your continued ill health as stated above, you are unable to perform your normal work. Therefore, we regret to inform you that your services are terminated w.e.f. 16-9-2000 under Company's Standing Order No. 16(1). Since your services are terminated on the ground of continued ill health, it is therefore, a termination under clause 16(1) of the Companies Standing Orders and that this is not a case of retrenchment. However, in consideration of your association with the company, the management, as a good will gesture, is pleased to pay compensation of Rs. 21,151.20 though not required to under law. You may contact the Dy. Financial Controller, of the company for your final settlement of accounts. Which will be done as per rules."

16. Therefore, as could be read from this order, the services of the first party have been terminated on the ground of continued ill health under the above said clause 16(1) of the Standing Orders. Now, therefore, an heavy burden cast upon the management to substantiate its contention that the first party suffered from continued ill health. The only evidence produced by the management is the then Eye Specialist and his certificate at Ex.M7 to prove this said point. As seen above, MW1 in his examination chief itself has stated that as per the certificate at Ex.M7 in form "O" is to the effect that the first party was not medically fit to work as underground employee. In his cross-examination as seen above, he admitted that on account of the said loss of vision the first party lost 30 per cent of his earning capacity and further stated that it was possible for the first party to work as Surface Labourer with his 70 per cent earning capacity. Therefore, from the above said statement of MW1 read with certificate at Ex.M7 the first party was not medically unit to work as a surface labourer retaining his 70 per cent of earning capacity. He had just lost 30 per cent of his earning capacity and was not fit to work as underground employees. Therefore, in the face of the aforesaid oral testimony of MW1 and the certificate he passed at Ex.M7, it cannot be said that the first party suffered from total loss of vision or total loss of earning capacity by sustaining eye injury during the course of the mining accident. The contention of the management that he was suffering from continued ill health gets support

from no material on record. Evidence of MW1 and his certificate cannot be said to be the evidence sufficient for the said purpose. The contention of the management that the first party was declared medically unfit by medical board, has not been substantiated by any evidence. Though the medical certificate at Ex.M7 bears some endorsements suggesting that the first party was declared medically unfit by medical board but we have no evidence on record either by way of report or by way of any certificate issued by the medical board testifying to the effect that the first party has been declared medically unfit much less to say that it was a case of continued ill health. The contention of the management that the first party was remaining absent regularly and frequently though was being offered the job on surface and that was on account of his ill health as argued for the first party gets no support from any material brought on record. Even otherwise when, undisputedly, the first party was being offered job on surface and he so worked for a period of 3 years, it cannot be said that he suffered from continued ill health. Moreover, if at all the first party was remaining unauthorisedly absent from duty for any reason much less on account of his ill health, the proper course available to the management was to take disciplinary action against the first party for his unauthorised absence. It was again open to the management to have subjected the first party for medical examination so as to find out whether he suffered from any continued ill health. The fact that he suffered from some Eye injury that too, to the extent of 30 percent of his vision certainly cannot be a ground sufficient to say that it was a case of continued ill health. Now the question would be as to whether even assuming for a moment that the first party suffered from continued ill health, whether the management was justified in terminating his services without giving him any opportunity of hearing in the matter. The provisions of clause 16(1) of the Standing Orders noted above, certainly give powers to the management to terminate the services of a permanent workman just giving one month's notice or two weeks notice as the case may be or to pay one month's pay of two weeks pay in lieu of the said notice. First of all this provision of law nowhere provides that termination can be justified or can be made invoking the same for the ground of continued ill health. Therefore, it is not understandable as to how this provision of law was invoked by the management to discontinue the services of the first party on the ground of continued ill health. Even otherwise, taking the support of the said provision also the management could not have terminated the services of the first party without giving any proper opportunity of hearing much less conducting any regular departmental enquiry he being a permanent employee of the management company. Undisputedly, no such opportunity of hearing was given to the first party either by issuing show cause notice, a memo or conducting any regular enquiry. It is now well settled principle of law that notwithstanding the certified standing orders of the management having no

provision of personal hearing to the delinquent concerned, principles of natural justice warrant that such an opportunity again must be given to the delinquent before his services are to be terminated. The case on hand is a case of permanent employee and it is very strange to note that his services have been brought to an end summarily and in a very casual manner. Neither there was any enquiry conducted in respect of his continued ill health nor any enquiry was conducted against him for his absence from duty. It was not the case of any misconduct being committed by the first party so serious in nature to invite the order of termination. Moreover, undisputedly, there was no compliance of Section 25F of the ID Act, before the termination order. Therefore, action of the Management amounts to retrenchment under Section 2(o) read with Section 25F of the ID Act. Therefore, viewed from any angle the order of termination passed by the management cannot be justified and accordingly is liable to be set aside as illegal and void ab initio.

17. In a normal course, when the termination order is held to be illegal, the resultant corollary would be the reinstatement of the workman. In the instant case undisputedly, the first party was taken as a general labourer to work as 'underground employees' and it is under this capacity itself, his services were confirmed. Now, at the result of eye injury he suffered during the course of accident, he lost his vision to the extent of 30 per cent of his earning capacity and it has been certified by medical examination that he is unfit to work as an underground mine employee. Therefore, it is in this view of the matter it will not be proper for this tribunal to give the first party the relief of the reinstatement. As contended by the engagement on humanitarian ground, he was being offered job of office boy, helper etc. on surface as was not fit to work as underground labourer. Therefore, in such circumstances it will not be justified to call upon the management to take the first party back in service. Therefore, keeping in view the length of service of about 9 to 10 years the first party rendered with the management, the period of about six years passed from the date of the present reference till this day and the fact that the first party had already been paid a sum of Rs. 21,000 and old as a goodwill gesture by the management and not losing sight of the fact that the first party was hardly aged about 40 years as on the date of his termination, it appears to me that ends of justice will be met if he is ordered to be paid a lump sum amount of Rs. 1,50,000 as compensation in lieu of his reinstatement and service benefits etc. towards the full and final settlement of his claim against the management. Hence the following Award :

AWARD

The management is directed to pay a sum of Rs. 1,50,000 (Rupees One Lakh Fifty Thousand) to the first party by way of compensation in lump sum

towards his full and final settlement of the claim against it. The amount shall be paid within six months from the date of publication of this award, or else it must carry interest at the rate of 10 per cent per annum till the date of its realisation. No costs.

(Dictated to PA, transcribed by her, corrected and signed by me on 21st May, 2007).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 6 जून, 2007

का.आ. 1896.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी. लिमिटेड के प्रबंधन के सम्बद्ध निरीक्षणों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या आई.डी. 27/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

[सं. एल-30011/83/2004-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 6th June, 2007

S.O. 1896.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. I.D.No. 27/2005) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employer in relation to the management of ONGC Ltd. and their workman, which was received by the Central Government on 6-6-2007.

[No. L-30011/83/2004-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 17th May, 2007

PRESENT:

Shri K. Jayaraman, Presiding Officer

Industrial Dispute No. 27/2005

BETWEEN

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) between the Management of ONGC Ltd. and their workmen)

BETWEEN

Sri V. Gopinathan,
Dy. General Secretary,
Petroleum Employees'
Union ONGC Ltd.

... I Party/Claimant

AND

The Regional Director,
ONGC Ltd., Southern Region,
Chennai

... II Party/Management

APPEARANCE

For the Claimant : Mr. J. Narayanamurthy,
Advocate

For the Management : M/s T.S. Gopalan & Co.,
Advocates

AWARD

1. The Central Government, Ministry of Labour vide Order No. L-30011/83/2004-IR(M) dated 25-1-2005 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :

"Whether the action of the management of ONGC in not regularising the services of S/Shri K. Selvam and 16 others is legal and justified? If not, to what relief the workmen concerned are entitled?"

2. After the receipt of the reference, it was taken on file as I.D. No. 27/2005 and notices were issued to both the parties and they have entered appearance through their Advocates and filed their Claim Statement and counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :

The Petitioner union espouses the cause of 17 workmen out of which 14 are messengers and 3 are sanitary cleaners by designation. The said workmen are working under Respondent from the year 1988 in the same category. In the earlier years 1985-86 the employees were engaged through contractor and from the year 1988 onwards, the employees are employed directly by the Respondent/management and the employees are given designation as term based employees. Under labour law namely Industrial Employment Standing Orders Act nor in service rules of the Respondent organisation, there is a designation called as term based employee. Only to defeat the provisions of labour laws, the Respondent/Management coined a new designation called as term based employee. The above employees were given appointment letter fixing the term of employment as six months in the year 1988 and later extended it by another six months and from the year 1989 onwards, no appointment letter was issued nor the employees term was fixed. The regular (permanent) employees of Respondent/Management and the concerned employees are doing the same nature of job for the last 17 years. These employees are performing the same job in same section and drawing different wages. Previously, 37 employees were not regularised and as such, they have filed a Writ Petition before

the High Court in W.P. 777/97 and when it was came up for final disposal, 22 petitioners out of 37 were regularised and 14 persons were left out and one expired. While disposing of the Writ Petition, the high Court has held that in the present juncture the scope of regularisation of any more employee is very remote and scrutiny of the aforesaid controversy as between the Petitioners and Respondent will depend upon the material evidence to be adduced on behalf of both parties and therefore, the High Court directed the Petitioner to seek remedy before the adjudication machinery, since the Petitioners are all workmen under the provisions of I.D. Act. Therefore, the 17 workmen through their union raised the industrial dispute for regularisation of their service. The Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 is applicable to this establishment. Since the concerned employees are working continuously from the year 1988 onwards and they having worked for more than 480 days in a period of 24 calendar months, they are entitled to be made as permanent. Therefore, the Petitioner union prays that these workmen should be granted the benefit of wages as applicable to regular employees from the date of these employees have been regularised and prays this Tribunal to pass an award to regularise these employees from the date these employees have completed 480 days in a continuous period of 24 calendar months with consequential benefits.

4. As against this, the Respondent in its Counter Statement contended that the issue referred in this matter relates to regularisation of service of term based employees. The Respondent Commission was established under Oil & Natural Gas Commission Act, 1959 for development of petroleum resources and production and sale of petroleum and petroleum products produced by it and as per Section 3(2) of the Act, the Commission shall be a body corporate having perpetual succession and a common seal with a power to acquire, hold and dispose of property and to contract and shall by the said name sue and be sued. In the said Act, it has also framed its regulations that all appointments in service of the commission shall be made only against the posts created by competent authority. The commission was primarily attending to exploration work which may or may not prove fruitful. The manpower requirement was determined keeping in mind the minimum number for which it could provide sustained employment when once the project reached fruition and started yielding results. In that context, in respect of work which are not directly related to exploration and production, the commission was outsourcing its manpower requirement for certain jobs such as watch and ward, house keeping and courier service. Thus, the Southern Regional Office was placing its indent for manpower for watch and ward, housekeeping and

courier service on some of the external agencies who used to deploy their men for attending to these jobs and there were three agencies namely (i) Thai Security Services (P) Ltd, (ii) M/s. Dialtone and (iii) Industrial Maintenance Services (P) Ltd. In the year 1986 one National Commercial Employees Union filed W.P. No. 7651/86 praying for regularisation/absorption of contract labour. During the pendency of W.P. based on an understanding reached with contract labour, it was agreed to have a single agency which could be entrusted with the task of supplying manpower for carrying out these jobs for which contracts were awarded. On 16-12-86 a settlement was made between the commission and the contract workmen working under various contractors by which it was agreed to form a co-operative society in order to bring out improvement in the working conditions and welfare of the contract workers working in the Southern Regional Office, Chennai. On 16-3-1987, the W.P. was dismissed as withdrawn and the contract workmen formed a co-operative society in the name of Priyadarshini Indira Gandhi Co-operative Labour Contract & Society Ltd. By a notification dated 9-11-76 the Central Govt. prohibited the employment of contract labour for sweeping, cleaning, dusting and watching of buildings owned and occupied by the establishment. Then the Tamil Nadu National Industrial Commercial Employees Union filed a W.P. No. 9688/87 seeking to restrain the commission from utilising the services of agencies like Central Industrial Security Force and for continuing to utilise the service of Priyadarshini Indira Gandhi Co-operative Labour Contract & Society Ltd. Though interim injunction was made to maintain status quo when it was finally disposed of on 5-1-88 the High Court has disposed of the W.P. holding the settlement dated 16-12-86 permitting formation of co-operative society for supply of manpower cannot be sustained having regard to the notification dated 9-12-76. On 12-4-88, the Commission terminated the contract, it had entered into with Priyadarshini Indira Gandhi Co-operative Labour Contract & Society Ltd. w.e.f. 13-1-88. Following the termination of contract awarded to Society, the commission took a policy decision to employ workmen of the society on fixed term basis and the workmen were all issued with letter of term appointment confirming the temporary employment from 13-1-88 and the employment was upto 29-2-88. Thereafter, the said term appointment was being extended with the approval of competent authority on an ad-hoc basis pending decision about the disbanding of this work force. In the year 1991, the Commission moved into its own premises at Thalamuthu Natarajan Building, Chennai and many of the offices located in different places in Chennai were all closed and activities of these offices are shifted to its own premises. With this improvement in communication facilities, as such emergence of e-mail, internet, etc. and also computerisation of various records, the scope for desk services got considerably diminished. Even the need for service of sanitary cleaners also declined. In the changed scenario,

the commission wanted a study to be made about its manpower requirement and based on such study, if posts are to be created, then these term appointees were to be considered for such additional posts. After 1991-92 several changes had taken place in the Commission. In view of the constant changes that were taking place, the number of messengers, sanitary cleaners and security staff who were appointed on fixed term basis were also being periodically rationalised and the number got considerably reduced. In the year 1997, 37 terms appointees who were working as messengers filed W.P. No. 777 of 1997 seeking a writ of mandamus to Respondent to regularise their service from the date of their initial appointment. On 15-12-97, the competent authority gave sanction for creation and filling up of 12 posts of junior sanitary cleaners for the regional office at Chennai. The two supervisors and 21 cleaners who were on term appointment basis were called for interview and 12 of them who met the prescribed criteria were appointed after observing the reservation policy of the Government of India. On 18-12-98 the competent authority gave approval for creation and appointment of 11 posts of junior attendants and 5 posts of junior sanitary cleaners. Out of the 36 term appointees who were working as messengers, 11 who met the prescribed criteria were appointed as Junior attendants. Similarly, the 5 term appointees were appointed as junior sanitary cleaners. The appointments were made in March, 1999. Again, in the year 2000, the competent authority gave sanction for creation and appointment of 11 posts of junior attendants and three posts of junior sanitary cleaners. 11 term appointees who were working as messengers and who met the prescribed criteria were appointed as junior attendants and 3 sanitary cleaners on term basis were appointed as junior sanitary cleaners. Thus, out of 37 messengers who were parties to W.P. No. 777 of 1997 one Mr. Balakrishnan expired and remaining 14 term appointees were being retained in view of the pendency of W.P. On 14-10-2003 W.P. No. 777 of 1997 was disposed of by single Judge of Madras High Court holding that 'remedy workmen is by rising appropriate industrial dispute and get it adjudicated by the forum created under I.D. Act.' Therefore, the Petitioner union has raised this dispute. The Respondent being a Govt. company any appointment can be made only against the sanctioned post and no person can make claim for appointment without a vacancy existing in the sanctioned post. Since from the year 2000, no new post has been created in the cadre of junior attendant and junior sanitary cleaner nor has any vacancy arisen in the sanctioned posts. As such, the remaining term based employees could not be considered for appointment. Therefore, there is no scope to regularise any person in the services of Respondent unless he was appointed against the sanctioned post. In this case, the Respondent is having 257 employees in the workmen category in the Southern Regional Office at Chennai and to the knowledge of the Respondent, the cause of 17 term based employees was

not espoused by a substantial section of the workmen of Southern Regional Office of the Respondent. There is no proper authorisation of the Petitioner union to raise the dispute, therefore, there is no valid industrial dispute regarding the demand for regularisation of 17 term based employees and hence the order of reference itself is no valid in law. There is no certified standing orders for Southern Regional Office of the Respondent. The term based employees were given letters indicating their tenure of employment and subsequently, based on the approval of the competent authority, the said term based appointment was being extended from time to time. The term based employees are not in the service of the Respondent and in any event, the nature of work, duration of work and other conditions of work of these term based employees are different from the permanent employees of the Respondent. Hence, there is no scope for regularisation of any of the term based employees. They can get employment only against the post sanctioned by competent authority and any appointment can only be subject to the policy of the Respondent. Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 is not relevant for deciding the present dispute. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are :

- (i) "Whether the action of the Respondent/Management in not regularising the services of Sri K. Selvam and 16 others is legal and justified?"
- (ii) "To what relief the concerned workmen are entitled?"

Point No. 1 :

6. Learned for the Petitioner contended that the Petitioner union espouses the cause of 17 workmen. Out of these 14 are messengers and 3 are sanitary cleaners and the workmen are working in the Respondent/Management from the year 1985 onwards and they are employed directly by the Respondent/Management. Though these employees are given designation called term based employees, it is so called only to defeat the provisions of labour laws, which extend various benefits to workmen and there is no designation called term based employee in the Standing Orders or in the service regulations of Respondent/Management. Further, these employees were given appointment letter fixing term of employment as six months in the year 1988 and later it was extended by six months and from the year 1989 onwards, no appointment letter was issued nor the term of employees was fixed. The work of the regular employee (permanent employees) and the concerned employee are all being the same for the last

17 years, but they are drawing different wages, thus the Respondent/Management has not followed the principle of equal pay for equal work. Previously 37 workmen were not regularised and granted the same wages, hence as per the principle of equal wages for equal work, they have filed a Writ Petition before the High Court and while the same was pending 22 Petitioners in the Writ Petition were regularised and the remaining persons were left out. Out of these 14 persons have raised this dispute and one expired. Further, from the documents filed by the Respondent, it is clear that there is need for employing these persons as messengers and seniority workers. Further, for the Regional Office of the Respondent/Management, these employees are essentially needed due to the shortage of class IV employees. Even this established from the documents filed by the Respondent. Any how, there is Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 which is also applicable to this Respondent/Management. As per Section 3(1) of the said Act "notwithstanding anything contained in any law for the time being in force, every workman who is in continuous service for a period of 480 days in a period of 24 calendar months in an industrial establishment shall be made permanent. The industrial establishment has been defined in Section 2(3)(c) of the said Act, i.e. an establishment as defined in clause 6 of the Section 2 of Tamil Nadu Shops and Establishment Act, 1947. Further, the Single Bench of the Madras High Court and Division Bench of the High Court have clearly held that Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 is applicable to the nationalised banks and he relied on the rulings reported in 1994 I LLN 501 Andhra Bank, Salem Vs. Inspector of Labour & Another and also 1998 Writ LR 271 A. Palanivel & 2 Ors. Vs. Tamil Nadu Khadi & Village Industries Board, Chennai; 1999 I LLJ 188 Mamundiraj N. & Ors. Vs. Bhel, Trichy & Another and 2003 Writ L.R. 31 S. Gandhimathi Vs. Deputy Registrar of Co-operative Society (Milk), Tirumelveli & Ors. Relying on these decisions, he argued that Section 3(1) of the non-obstinate clause which prevails over any Law for the time being in force which includes any service rules, Govt. orders or Govt. Notification, therefore, want of sanctioned posts as required under service rules cannot take away the rights conferred under Section 3(1) of the Act. He further argued that the Govt. orders which require that appointment should be made only through Employment Exchange also cannot be a ground to reject the right provided under Section 3(1) of the Act and it is to be seen whether the workmen have completed 480 days in the preceding 24 calendar months or not? In this case, it has been clearly established and which is also admitted by the Respondent that the workmen were doing the work from the year 1988 and it is also established and admitted by the Respondent witness that these workmen are doing the same nature of work as that of regular employees, therefore they are entitled to get the same pay as per the principle of equal pay for equal work,

as per the proposition of Supreme Court. Hence, he prays that an award may be passed in their favour. Learned counsel for the Petitioner further contended that even after judgement in Uma Devi's case in 2006 II LLJ 722, the Division Bench of Supreme Court in 2006 III LLJ 482 Mineral Exploration Corporation Employees' Union Vs. Mineral Exploration Corporation Ltd. and another has held that "the workmen who were engaged and continued for years together cannot be termed a temporary or casuals and it should be proper to regularise who had worked for several years." Therefore, he prays that an award may be passed in favour of the Petitioner union.

7. On the other hand, learned counsel for the Respondent in this case contended that the Respondent/Management was constituted under Oil & Natural Gas Commission Act, 1959. The Commission was primarily attending to exploration work which may or may not prove fruitful, the manpower requirement was determined keeping in mind the minimum number for which it could provide sustained employment when once the project reached fruition and started yielding results. It will not require more staff. Only in that context, in respect of the work which are not directly related to exploration and production, the Commission was outsourcing its manpower requirement for certain jobs such as watch & ward, housekeeping and courier service. Initially, the Southern Regional Office at Chennai was located in CSI Building, Cathedral Road and it also had offices at several places. In the year 1991, the Commission moved into its own premises at Thalamuthu Natarajan Building, Egmore, Chennai and many of the offices located in different places in Chennai were all closed and activities of those offices were shifted to its own premises. With the improvement of communication facilities such as the emergence of e-mail, internet etc. and also computerisation of various records, the scope of desk service got considerably diminished and even the need for service of sanitary cleaners also declined. In that changed scenario, the Commission wanted a study to be made about its manpower requirement and based on such study, if posts are to be created, then these term appointees were to be considered for such additional posts. After 1991-92 several changes had taken place in the commission. Instead of being a statutory commission, a company was formed in the name of Oil & Natural Gas Corporation Ltd. under Companies Act. In view of this constant changes that were taken place, the number of messengers, sanitary cleaners and security staff who were appointed on fixed term basis was also being periodically rationalised and the number got considerable reduced. No doubt, in the year 1997, 37 term based appointees who were working as messengers filed Writ Petition No. 777 of 1997 seeking a Writ of Mandamus to the Respondent to regularise their service from the date of their initial appointment. But, in the mean time, on 15-12-1997 the competent authority of the Respondent/Management gave sanction for creation and

filing up of 12 posts of junior sanitary cleaners for the Regional Office at Chennai and 12 term based employees, who have got prescribed criteria were appointed after observing the reservation policy of Government of India. On 18-12-1998 the competent authority gave approval for creation and appointment of 11 posts of junior attendants and 5 posts of junior sanitary cleaners. Therefore, out of 36 term based employees who have filed the Writ Petition who met the prescribed criteria were appointed as junior attendants. Again, in the year 2000, the competent authority gave sanction for creation and appointment of 11 posts of junior attendants and three posts of sanitary cleaners. Thus, 11 term appointees who were working as messengers and who met the prescribed criteria were appointed as junior attendants and 3 sanitary cleaners on term basis were appointed as junior sanitary cleaners. Thus, out of 36 messengers, who were parties to Writ Petition No. 777 of 1997, one of them expired and remaining 14 term appointees were being retained in view of the pendency of the Writ Petition. On 14-10-2003 the said Writ Petition was disposed of holding that since the petitioners are workmen, they have to work out their remedy by raising appropriate industrial dispute and get it adjudicated by the forum created under I.D. Act and the Writ was disposed of. Since in this case the Respondent/Management being a Govt. company any appointment can be made only against the sanctioned post and no person can make a claim for appointment without a vacancy existing in the sanctioned post. It is admitted by the witnesses examined on the side of the Petitioner that since 2000, no new post has been created in the cadre of junior attendant and junior sanitary cleaner nor has any vacancy arisen in the sanctioned posts. As such, the remaining term based employees could not be considered for appointment or regularisation. There is no scope to regularise any person in the service of the Respondent unless he was appointed against sanctioned post. Further, no person can gain entry into service by making a false claim for regularisation merely on the basis that he had worked for the Commission for some period. Further, the learned counsel for the Respondent relied on the rulings reported in 2007 I SCC 250 Oil & Natural Gas Corporation Ltd. Vs. Engineering Mazdoor Sangh and 2007(1) SCC 408 Indian Drugs & Pharmaceuticals Ltd. Vs. Workmen, Indian Drugs & Pharmaceuticals Ltd. wherein in the first case, namely ONGC, which is similar in nature, regularisation was asked for the temporary seasonal workmen who have completed 240 days of continuous service, wherein the Industrial Tribunal has awarded that workmen can be regularised against the vacancy as and when such vacancies became available with other consequential direction, but in the Writ Petition filed by both sides, the Single Bench of the High Court has passed an order that the workmen should be treated as such on par with the regular employees and the Division Bench of the High court has given permanent status and also for regularisation. When the matter was came up before the

Supreme Court, the Supreme Court has held that the directions given by the Industrial Tribunal were reasonable and should be allowed to stand as against the direction given by the High Court, firstly to treat the said 153 workmen on a par with the regular employees and thereafter to treat their services as having been notionally regularised from 1-5-1999. In that case, the Supreme Court has observed that "admittedly the workmen who were employed for field survey work were employed for about six months in a year between November and May. If at all, they are to be regularised, the appellant will have to find work for them during the months, when their services would otherwise have not been required." In the case of 2001 SCC 408 in Indian Drugs & Pharmaceuticals Ltd.'s case the Supreme Court has held that "the Court cannot create a post where none exists, nor issue direction to absorb or regularise temporary employees nor continue them in service, nor pay them salaries of regular employees, as these are purely executive or legislative functions. Furthermore, such questions cannot be decided in Court on the basis of emotions and sympathies but must be decided on legal principles. It further held that "though some directions given by Supreme Court in certain cases for regularisation of temporary or ad hoc employees without laying down any principle of law, did not lay down any precedent and had to be treated as directions given under Article 142 of the Constitution." It further held that "jobs cannot be created by judicial orders nor even by legislative or executive decisions. Jobs are created when the economy is rapidly expanding which means when there is rapid industrialisation. The additional burden imposed on people at large to benefit a few, in case of State created employment/public sector/State owned/operated Corporations." Further, "right to livelihood or work Article 21 of the Constitution cannot be stretched so far as to mean that everyone must be given a job. Article 41 has been deliberately kept by the Founding Fathers in the Directive Principles Chapter and hence made unenforceable." It further held that "since one has been working for some time in the post, it will not be just to discontinue him, even though he was aware of the nature of the employment when he first took it up, is one that would enable the jettisoning of the procedure established by law for public employment. Similarly, no direction can be given that a daily wage employee should be paid salary of a regular employee. If an employee is not appointed against a sanctioned post he is not entitled to any scale of pay." In that decision, it is also held that "the State works out the scheme taking into consideration the financial implications and economic aspects. The Court cannot impose on the State a financial burden by insisting on regularisation or permanence in employment, when those employed temporarily are not needed permanently or regularly. The burden may become so heavy by such a direction that the undertaking itself may collapse under its own weight. It is not as if this had not happened. So, the

Court ought not to impose a financial burden on the State by such directions, as such directions may turn counterproductive." Relying on these decisions, learned counsel for the Respondent contended that at this juncture, the Respondent Corporation is not needed so much of messengers and so much of sanitary cleaners. Any how, as a welfare measure as and when vacancy arises, it will absorb some of the persons in the post being created by the competent authority. Therefore, the workmen in this case are not entitled to ask for any regularisation or permanence, in view of the recent judgements of Supreme Court. He further contended that the Respondent/Management have 257 employees in workmen category in Southern Regional Office and to the knowledge of the Respondent the case of 17 term based employees was not espoused by substantial section of the workmen of Southern Regional Office of Respondent/management. The Petitioner union has not established the fact before this Tribunal that they have been authorised by the union to raise the dispute. Therefore, there is no valid industrial dispute regarding the demand for regularisation of 17 term based employees, therefore, the order of reference itself is not valid in law. He also relied on the ruling reported in 1981 1 LLJ 354 State of Punjab Vs. Labour Court, Jullundur & Ors. wherein the issue was whether the gratuity dues can be recovered through an application under section 33C(2) of the LD. Act, in which the Supreme Court has held that "Parliament intended that the proceedings for payment of gratuity due under the payment of Gratuity Act must be taken under that Act and not under any other, that being so, it must be held that the applications filed by employees under Section 33C(2) of LD. Act did not lie and the Labour Court has no jurisdiction to entertain and dispose of the application." Similarly, in this case, the learned counsel for the Respondent argued that espousal is not proper and the union has no authority to espouse the cause of 17 workmen and hence, the reference itself is not valid under the Act.

8. But, as against this, learned counsel for the Petitioner argued that the Petitioner has produced documents to show that Executive Members of the Union have authorised the union to represent the case of 17 workmen concerned in this dispute. Further, he relied on the ruling reported in 2005 1 LLJ 1089 Jadhav J.H. Vs. Forbes Gokak Ltd. wherein the Supreme Court has held that "no particular form prescribed to effect such espousal. The Industrial Tribunal's finding of such espousal based on evidence and hence the said finding of the tribunal could not be upset in judicial review without holding it to be irrational or perverse." Further it observed that "the Tribunal had appreciated the evidence and found that a union had espoused the appellant's cause and it point out that there was no particular form prescribed to effect such espousal. The objection in this case was that the union espousing the appellant's cause was not the majority union but that objection was rightly rejected by the Tribunal and wrongly

accepted by the High Court" and upheld the findings given by the Tribunal.

9. I find much force in the contention of the learned counsel for the petitioner because the members of the Petitioner union had passed a resolution in an emergency meeting, copy of which is marked under Ex.W8, which clearly shows that the members of the union have authorised the union to represent the case of 17 workmen. But, with regard to regularisation, I find much force in the contention of the Respondent because it is well settled that "no regularisation is permissible in exercise of executive powers under Article 162 of the Constitution in contravention of rules and regulation do not connote permanence and cannot be construed so as to convey an idea of the nature of tenure of appointments. They are terms calculated to condone any procedural irregularities and are meant to cure only such defects as are attributable to methodology followed in making the appointments." Further, in several decisions, the Supreme Court has held that "when appointment was purely on ad hoc and contractual basis for a limited period, on expiry of the period right to remain in service came to end and regularisation cannot be a mode of recruitment by any State. It further held that regularisation cannot give permanence to an employee whose services are ad-hoc in nature." In this case, though it is alleged that the workmen in this case are doing the work of messenger and also sanitary work for a number of years, they have not established before this Court that they have been appointed in sanctioned posts. Under such circumstances, this Tribunal cannot pass any order for regularisation, when there is no sanctioned post. As such, I find this point against the Petitioner.

Point No. 2:

The next point to be decided in this case is to what relief the Petitioner is entitled?

10. In view of my foregoing findings, that the action of the Respondent/management in not regularising the services of 17 workmen is not illegal, I find the workmen concerned in this dispute are not entitled to any relief. But, at the same time, as pointed out by the learned counsel for the Respondent and also pointed out by the Supreme Court in 2007 (1) SCC 250, I find if a direction is given to the Respondent/Management to absorb the workmen as and when such vacancies become available, it will be more beneficial to the concerned workmen and as such, I direct the Respondent/Management that 17 workmen concerned in this dispute who had admittedly completed 480 days in a continuous period of 24 calendar months be regularised as and when such vacancies become available. No Costs.

11. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 17th May, 2007.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the I Party/Claimant : WW1 Sri K. Pandithurai

WW2 Sri F.C. Lionel

WW3 Sri T. Dorairaj

For the II Party/Management : MW1 Sri F. Jayaraj

Documents Marked :**For the I Party/Petitioner :**

Ex.No.	Date	Description
W1	21-01-88	Xerox copy of the memo issued by Deputy General Manager.
W2	21-01-88	Xerox copy of the memorandum of Deputy General Manager of Respondent/Management.
W3	29-02-88	Xerox copy of the memorandum of Deputy General Manager of Respondent/Management.
W4	14-02-94	Xerox copy of the letter regarding allotment of GPF No.
W5	04-02-94	Xerox copy of the letter regarding allotment of GPF Identification.
W6	30-04-93	Xerox copy of the office order.
W7	Nil	Xerox copy of the pay slip of K. Janarthanan.
W8	19-11-03	Xerox copy of the resolution of emergency meeting of Union.

For the II Party/Management :

Ex.No.	Date	Description
M1	Nil	Xerox copy of the certificate regarding location of ONGC Offices at Chennai premises.
M2	Nil	Xerox copy of the ONGC Act, 1959.
M3	06-10-87	Xerox copy of the order in W.P. 14207.
M4	07-10-97	Xerox copy of the order in WP No. 14662/87.
M5	05-01-88	Xerox copy of the order in W.P. 9688 & 11964/87.
M6	Nil	Xerox copy of the list of term based employees with Designation.
M7	21-01-88	Xerox copy of the specimen appointment order.

M8	27-01-88	Xerox copy of the bio data of concerned.
M9	Nil	Xerox copy of the Government of India Certificate of Incorporation.
M10	16-12-86	Xerox copy of the MoS between contract labourers and Respondent/Management.
M11	15-05-87	Xerox copy of the contract service for messenger service system.
M12	12-01-88	Xerox copy of the letter from Respondent to Society.
M13	15-12-97	Xerox copy of the office order of sanitary cleaners.
M14	25-05-88	Xerox copy of the order extending engagement.
M15	18-12-98	Xerox copy of the office order of Junior Sanitary Cleaners/attendants.
M16	23-12-99	Xerox copy of the office order of Junior Sanitary Cleaners/Jr. attendants.
M17	11-01-88	Xerox copy of the approval of Respondent extending Duration of requirement for three months.
M18	31-03-88	Xerox copy of the approval of Respondent extending Duration of requirement upto 31-8-88.
M19	Nil	Xerox copy of the approval of Respondent extending Duration of requirement upto 31-8-1988.
M20	30-04-96	Xerox copy of the approval of Respondent extending Duration of requirement.
M21	01-08-96	Xerox copy of the approval of Respondent extending Duration of requirement.
M22	02-05-97	Xerox copy of the approval of Respondent extending Duration of requirement.
M23	10-06-97	Xerox copy of the approval of Respondent extending Duration of requirement.
M24	20-05-99	Xerox copy of the approval of Respondent extending Duration of requirement.
M25	14-10-03	Xerox copy of the order of the High Court in WP. 777 of 1997.

नई दिल्ली, 6 जून, 2007

क्र.आ. 1897.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार सेन्ट्रल वेयरहाउसिंग कॉर्पोरेशन के प्रबंधन के सम्बन्ध निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/ग्राम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या आई. डी. 54/2003) को प्रकटित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

[सं. एल-42012/2/2002-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 6th June, 2007

S.O. 1897.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. I.D. No. 54/2003) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Warehousing Corporation and their workman, which was received by the Central Government on 6-6-2007.

[No. L-42012/2/2002-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

Shrikant Shukla, Presiding Officer

I.D. No. 54/2003

Ref. No. L-42012/2/2002-IR(M) dated 31-3-2003

BETWEEN

Sri Rajpal Singh,
S/o Sri Yadram R/o. Village & Post Rahupura,
Tehsil: Thakurdwara,
Distt. Muradabad.

AND

Manager,
Central Warehousing Corporation,
Jaspur Koshiapur,
Udham Singh Nagar
Regional Manager,
Central Warehousing Corporation,
Regional Office,
Gomti Nagar, Lucknow (U.P.).

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute No. L-42012/2/2002-IR(M) dated 31-3-2003 which was amended on 27-6-2003

for adjudication to Presiding Officer, CGIT-cum-Labour Court, Lucknow:

"Whether the action of the Management of Central Warehousing Corporation Ltd. in terminating Shri Rajpal Singh, S/o Yadram Singh w.e.f. 31-12-1986 is legal? If not to what relief the concerned workman is entitled?"

Worker has stated in his statement of claim, filed in this Tribunal on 15-9-2003 that he was appointed on the post of Mali on 18-6-1985 in Central Warehouse, Jaspur, Udham Singh Nagar and all of sudden on 31-12-1986 his services were terminated by oral order. Worker has alleged that he was not given notice or retrenchment compensation, though he has worked for more than 240 days under the opposite party. Worker has alleged that he continuously represented orally and by written representations, requested the opposite parties, but the opposite party did not reply the representation nor he was taken back in the service. Worker has also alleged that against the illegal action of the opposite party, he represented to Bhartiya Anusuchit Jati and Suchit Warg Utham Samiti, Moradabad and Sri Janak Raj Sharma, President, District Panchayat, Udham Singh Nagar and other reputed person through letters but neither the worker was reinstated nor the opposite party took any cognizance. Worker's case is that the post on which he was employed is still vacant and the same of the permanent nature and therefore the worker is entitled to be reinstated on the post of Mali. The worker thereafter presented his claim petition before the conciliation officer, Kumaun Haldwani on 19-6-2002 which was rejected on the ground that the same does not come under the purview of Central Conciliation Officer. Worker thereafter appealed on 12-4-2002 which was returned on 17-6-2002 on the ground that appeal cannot be disposed of by this office. Worker thereafter again represented stating that in case there is any delay in filing the claim petition, the worker cannot be held responsible and the delay is liable to be condoned. Worker has prayed for reinstatement with back wages and all consequential benefits.

Written statement has been filed by Regional Manager of opposite party No. 2 on behalf of the opposite parties. The opposite party has denied the claim of the worker and has alleged that the same is misleading. It is alleged that worker was engaged from July, 1985 to October, 1985. It is alleged that worker was engaged in contingencies. It is further alleged that worker worked only 119 days intermittently on daily wages. After disengagement on October, 1985 he neither approached nor made correspondence to the concerned authorities for any claim and has come forward after 14 years with the false and fabricated story. It is submitted by the opposite party that whatever correspondence was made on behalf of the worker the same has been replied suitably. It is also stated that there is no post of Mali sanctioned at Central

Warehousing Corporation, Jaspur. It is submitted that the engagement of the worker was temporary arrangement. It is also alleged that the claim is based on false story and is specifically denied. It is also submitted that the claim is highly delayed and devoid of merit and it is therefore submitted that the worker is not entitled to any relief.

The opposite party has filed the photocopy of the following documents alongwith written statement :

1. Letter of Ware Housing Manager addressed to Regional Manager, Central Ware Housing Corporation, Lucknow No. CW-II/RGH/ESTT. COMFD/98-99/567 dated 5-1-1999 paper No. 13/4.
2. Letter of Regional Manager dated 29-1-1999 addressed to Dy. Director, Rashtriya Anusuchit Jati and Anusuchit Jan Jati Commission, Lucknow regarding termination of the service of paper No. 13/5.
3. Letter of Dy. Manager (Gen.) addressed to District Supply Officer, Udam Singh Nagar with reference to District Supply Officer's letter No. 127/ जि.पू.अ/म/१९९९ dated 29-7-1999 paper No. 13/6.
4. Letter of Dy. Manager (Estt.) dated 21-7-2000 address to Janak Raj Sharma, President District Panchayat, Udam Singh Nagar regarding certificate of employment paper No. 13/7.
5. Letter of Regional Manager Incharge, Lucknow dated 11-10-2000 to Ware House Manager, Central Ware Housing, Jaspur regarding notice from Rajpal Singh through his Advocate paper No. 13/8.
6. Letter of Ware House Manager dated 17-10-2000 address to Padam Singh Chaughan Advocate, Moradabad 13/9.
7. Order of Conciliation Officer dated 19-1-2000 13/10.
8. Circular about retention of record related to financial and account C-15 to C-15/8.
9. Impressed cash account of Central Warehousing Jaspur of August, September, October, November, 1985 and 4-9-1986 to 19-11-1986, 15/9 to 15/13.
10. Office order of Personal Manager, Central Ware Housing Corporation dated 18-9-1986 regarding payment of bonus 15/14.

Worker has not filed a single document in support of his case although he was given opportunity.

Worker has examined himself and the opposite party has examined Sri Rajesh Kumar and Sri O. N. Karnojia.

Heard arguments and perused evidence on record.

From the careful perusal of statement of worker Sri Rajpal Singh it is made out that he was engaged on daily wages @ Rs. 8.65 per day. Worker has also admitted that no arrear of wages are due on Central Ware Housing Corporation. Worker has also stated in cross-examination that in the beginning he worked from 1 P.M. to 5 P.M. Worker has also admitted that he went to Asstt. Labour Commissioner in the year 2000 and there his claim was rejected thereafter he appeared in 2002.

Worker has stated in the cross-examination that whatever record he has. filed in this court but not a single document was filed by him.

Worker has also stated in his cross-examination that unit was opened in 1983-84. He has denied the fact that Sri N. D. Tewari was to inaugurate the unit.

Sri Rajesh Kumar, Manager of the opposite party has stated that the worker was engaged on 1-7-1985 as daily wager Mali. He has also stated that in the beginning he was engaged for planting flower plants. He has also stated that Rajpal Singh was paid @ Rs. 8.65 per day. Similarly Sri O. N. Karnojia has also stated that the worker Rajpal worked in July, August, September, October, 1985. He further stated that worker has worked 27 days as daily wages watchman and 4 days as Gardener in October, 1985.

According to the correspondence on record it is made out that Central Warehousing Corporation, Jaspur was in the constituency of the then Chief Minister Sri N. D. Tewari and inauguration of the unit was to be made by him and for this purpose the then Regional Manager had sent certain funds as temporary advance for plantation of ornamental/commercial plants, purchase of certain gamlas for beautification of the unit. Due to certain reasons Chief Minister could not inaugurate the unit. During that time Regional Manager had given sanction for a Mali for 40 days or more. The Payment of wages/bonus was made by the Regional Office, Lucknow through temporary advance. It is made out that Rajpal Singh was taken on daily wage basis for the above purposes.

It is also made out from the correspondence on file that Dy. Director, Scheduled Caste and Scheduled Tribe Commission, Lucknow sent letter dated 17-11-1998/18-12-1998 regarding removal of daily wager and the same was replied by Regional Manager on 29-1-1999. District Supply Officer Udam Singh Nagar vide his letter dated 12-5-1999 enquired about the employment of the worker and Dy. Manager (Gen.) Central Ware Housing Corporation vide letter dated 29-7-1999 replied for which Sri Rajpal Singh was engaged and reason for his removal. It is also evident that Janak Raj Sharma, President District Panchayat also wrote letter dated 9-6-2000 regarding issue of certificate to casual labour. The same was suitably replied by Dy. Manager (Estt.) on 21-7-2000. It is also made out that worker got issued legal notice through one Advocate Sri Padam

Singh Chaghan on 25-8-2000 and the same was replied by Ware House Manager on 17-10-2000. It is also made out that conciliation officer did reject the application of the worker for the condonation of delay.

From the records available the impressed vouchers, misc. payment vouchers the life is only 5 years that is to say that they can be preserved for 5 years only.

In the aforesaid circumstances after careful conclusion I come to the conclusion that the worker was engaged for a short period for ornamental plantation in Jaspur unit of Central Ware Housing Corporation as the then Chief Minister, Sri N. D. Tewari was likely to inaugurate the unit. In absence of any appointment letter it cannot be said that he was appointed on the post of Mali on regular post. The worker has come with the false case that he appointed as Mali.

It is also made out from the evidence on record that the worker for the first time pressed for reinstatement in September 1998. Worker did not represented against his termination for more than 11 long years and worker's sole testimony that he has requested for his reinstatement regularly is not trust worthy. It cannot be said that if there was dispute the same can survive more than 11 years. I also come to the conclusion that on the date of reference order there was hardly any dispute. Therefore the claim of the worker must fail due to delay in espousing the claim.

Now coming to the next part of the case as to whether the workman worked from 18-6-1985 to 31-12-1986 continuously for more than 240 days as alleged by the worker. The worker has not filed any document to corroborate to his case that he worked for more than 240 days prior to his termination. Worker alleges that he worked till 31-12-1986 and he has written the same fact in the statement of claim.

During his examination in chief the worker has stated that he was terminated on December 1986. Worker was questioned as to what was the date, to which he replied that he does not remember. He has stated that he was appointed by the oral order and accordingly removed by the oral order. Further he has stated that he has worked for more than 500 days.

On the other hand management has stated that worker has worked merely from July 1985 to October, 1985. The break up is as under :

1. July 1985	31 days
2. August 1985	27 days
3. September 1985	30 days
4. October 1985	31 days (4 days Mali 27 days Watchman)

The salary disbursed in cases of July, 1985 268, 15, August 1985 233.55, September 1985 259.50 and October 1985 34.60 and 233.55.

According to the witness of the opposite party worker worked only 119 days. He has also stated that the worker was paid bonus on 19-11-1986 i.e. 205.85 and on calculation the total salary of the worker is Rs. 1029.35 and bonus calculated @ 20% comes out to Rs. 205.85. From the documentary evidence it is clear that the worker has worked only for 119 days in total. Worker's testimony is not at all trustworthy.

On the aforesaid discussion I come to the conclusion that since the worker was daily rated workman who worked only from July 1985 to October 1985 that too only for 119 days therefore he is not entitled to any retrenchment compensation notice, notice pay under the established law. It is false to say that workman Rajpal Singh was terminated on 31-12-1986. Disengagement of the worker Rajpal Singh by the management of Central Ware Housing Corporation Ltd. after October, 1985 is not illegal or unjust. Issue is therefore answered against the workman and therefore the worker is not entitled to any relief whatsoever.

Lucknow,
23-5-2007

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 6 जून, 2007

का.आ. 1898.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार एयरपोर्ट जयोरिटी ऑफ इंडिया के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/ब्रम न्यायालय-II, नई दिल्ली के पंचाट (संदर्भ आईडी सं. 198/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2007 को प्राप्त हुआ था।

[सं. एल-11011/7/97-आई आर (एस)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 6th June, 2007

S.O. 1898.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. I.D. No. 198/1999) of the Central Government Industrial Tribunal/Labour Court II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of A.A.I. and their workman, which was received by the Central Government on 6-6-2007.

[No. L-11011/7/97-IR(M)]
N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II, NEW DELHI

PRESENT:

Shri R. N. Rai, Presiding Officer

I.D. No. 198/1999

IN THE MATTER OF:

Shri Ram Gopal & Others,
C/o Air Port Horticulture Karamchari Sangh,
R/o RZ-G-97, Gali No. 3,
Vijay Enclave, Palam Dahri Road,
New Delhi-110045

1. The Chairman,
Airport Authority of India,
(International Air Port Division)
Operation Officer, Gurgaon Road,
New Delhi-110037

2. The Superintending Engineer (Horticulture),
Airport Authority of India,
(International Air Port Division)
Operation Officer, Gurgaon Road,
New Delhi-110037.

AWARD

The Ministry of Labour by its Letter No. L-11011/7/
97-IR (Misc) : Central Government dated 01-10-1999 has
referred the following point for adjudication.

The point runs as hereunder :—

“Whether the demands raised by Airport Horticulture
Karamchari Union and Delhi General Udyog
Karamchari Union as contained in their statement of
claim dated 31-3-1997 filed before the Assistant
Labour Commissioner (C), New Delhi, against the
management of Airports Authority of India, Indira
Gandhi International Airport, Gurgaon Road, New
Delhi, is justified? If so, to what relief the concerned
workmen are entitled.”

S. No.	Name	Designation	Date of Appointment	Last Minimum Wages	Given Wages
1.	Ram Gopal	Gardener	Oct., 1993	2101	1350
2.	Gaya Prasad	Gardener	March, 1994	2101	1350
3.	Pradeep Kumar	Gardener	November, 1993	2101	1350
4.	Suresh Kumar	Gardener	March, 1994	2101	1350
5.	Yash Pal	Gardener	April, 1994	2101	1350
6.	Chander Pal	Gardener	October, 1993	2101	1350
7.	Sunil Kumar	Gardener	March, 1993	2101	1350
8.	Ram Chander Paswan	Gardener	December, 1993	2101	1350
9.	Rajendra Kumar Sharma	Gardener	February, 1994	2101	1350
10.	Vijay Kumar	Gardener	April, 1994	2101	1350
11.	Krishan Kumar	Gardener	October, 1994	2101	1350
12.	Naresh Kumar	Gardener	January, 1992	2101	1350
13.	Sube Singh	Gardener	March, 1984	2101	1350
14.	Ram Pal	Gardener	October, 1995	2101	1350
15.	Nand Lal	Gardener	1994	2101	1350
16.	Ram Kishore	Gardener	May, 1994	2101	1350
17.	Banwari Lal	Gardener	March, 1994	2101	1350
18.	Ram Rattan	Gardener	April, 1993	2101	1350
19.	Narender Kumar	Gardener	December, 1994	2101	1350
20.	Jai Ram Tiwari	Gardener	January, 1996	2101	1350

The workmen applicants have filed claim statement. In the claim statement it has been stated that the above mentioned workmen served the Management continuously on the post of 'Mali' (Gardener) as mentioned in front of their name till 18-12-1996, upto full satisfaction. The workmen never gave any opportunity to complain during their tenure of service. The last drawn wages of the workmen was Rs. 2101 per month but the management intentionally paid to the workmen less than minimum wages of Rs. 1350 per month till November, 1996.

That the Management at the time of appointment of Workmen and also during the tenure of their services took the signatures of the workmen against their will in the name of their service on blank vouchers with revenue stamp, blank papers with revenue stamp, printed blank forms etc. If the workmen would not have signed. They would have been terminated from service then and there.

That the Workmen were not given legal facilities provided under Labour Law like Appointment Letter, Leave Wages, Casual Leave, at the time of giving salary not allowed to fill the amount, taking salary on Register. The Workmen complained several times about this orally but of no use. The Workmen were also not given earned wages of December, 1996 because the Workmen wanted to take the salary on Register and also to be allowed to fill the amount in Register. On this, Shri R. S. Sharma from Management withheld the salary.

That the Workmen usually made themselves present on duty on 19th December, 1996 and demanded their legal rights and due to demand of earned wages of December, 1996 filling the salary on Register and getting it on Register. Appointment letter, leave with pay, casual leave, salary as per minimum wages arrears as per minimum wages etc. in clear terms. Mr. R. S. Sharma of Management refused to take workmen on duty and told them that he has terminated their services from 19th December, 1996 and refused to give earned wages. When the Workmen demanded the termination order in writing, Mr. R. S. Sharma threatened them that he would falsely implicate them in serious offences and give nothing in writing.

That the workmen had lodged complaint to the Labour Commissioner, Curzon Road, New Delhi against the Management. That while terminating the services of workmen no charge was levelled against them nor the charge sheet was given. Terminating the services of Workmen like this suddenly without assigning any reason is illegal and against the principles of natural justice, and unfair labour practice. At the time of termination, the workmen were not paid their earned wages, minimum wages arrears, leave encashment, notice pay service compensation etc. That termination of service of the workmen was made without complying with the provisions of Section 25F of I.D. Act and Section 25G of the Act.

That the workmen sent a demand notice on 1-2-1997, to the Director, A.R.C. Projective Officer, Palam Airport, Terminal No. 1, New Delhi, through Registered AD/UPC demanding to reinstate with full wages and continuity in service. The Management did not reply to the demand notice. The workmen repeatedly went on duty but they were refused duty.

That on 31-3-1997 the workmen made a demand for reinstating them in service and made other demands.

A copy of demand notice is submitted as Annexure 'A' to this claim.

That the workmen raised a dispute, which was not referred by the appropriate Government. The workmen filed a writ petition in Delhi High Court C.W. No. 2281 of 1998 which was allowed on 19 July, 1999.

That the appropriate Government has now made the present reference. The term of reference is as under :

"Whether the demands raised by Airport Horticulture Karamchari Union and Delhi General Udyog Karamchari Union as contained in their statement of claim dated 31-3-1997 filed before the Assistant Labour Commissioner (c), New Delhi, against the Management of Airports Authority of India, Indira Gandhi International Airport, Gurgaon Road, New Delhi, is justified? If so, to what relief the concerned workmen are entitled?"

That the termination is illegal, against the principles of natural justice revengeful and in violation of Section 25G by the Management.

The Management has filed written statement. In the written statement it has been stated that the petitioners/claimants were never employed by the respondents as such there is no relationship of employer and employee between the petitioner/claimants and the respondents as such the claim of the petitioners/claimant is not maintainable and as such is liable to be dismissed.

That the contents of para No. 1 of the statement of claim are wrong, false, incorrect and hence denied. It is denied that the workmen/petitioners/claimants/applicants as mentioned in the para under reply were ever employed with the Respondent No. 1. It is further denied that the petitioners/claimants as mentioned in the para under reply were ever employed as malies (gardeners) by the respondents No. 1 and as such there is no question of their performing duties to the satisfaction of the Respondent Nos. 1 or 2 till 18-12-1996.

It is further submitted that as the petitioners/claimants were not in the employment of the Respondents at any point of time as such there could be no cause of complaint by the Respondents against them.

However, it is submitted that the work was awarded to M/s. Rainbow Land Scape & Horticulture Services vide

agreement dated 5-10-1995 and to the other contractors for executing the work as per the "Schedule of the work" of the contract for the Horticulture work to be maintained on unit rate basis meaning thereby that the contractors had to provide the services to the Respondent No. 1 at the specific rate meaning thereby that the contractors had to execute the work. The Respondent No. 1 had mentioned agreements were not for supplying/deploying workers/mulies/manpower on contract basis. The photocopy of one such letter of award and schedule of work is annexed herewith as Annexure 'A'.

It is pertinent to mention here that as per the agreements with contractors, the Respondent No. 1 was giving the specific amount as mentioned in the agreement to the contractors who in turn engaged workmen, supervise their work and paid the wages to its workmen. The contract was awarded on the basis of tenders, and in case a new contractor is given the job contract, he brings its own labour and the Respondent had/has no role to play in this regard.

That as the petitioners/claimants were not under the employment of the respondents, the question to pay/give less than the minimum wages or any wages to the petitioners/claimants did not arise.

However it is submitted that M/s. Rainbow Land Scape & Horticulture Service and other contractors were responsible for executing the work as per the contract conditions and were liable to pay minimum wages as per the Delhi Administration along with other link benefits. It is further submitted that no claimant was ever received by the Respondent from workers deputed by the contractor at the site regarding payment and/or any other problem regarding their services at any time during the contract period.

It is denied that the petitioner No. 1 and other mulies were ever employed with the respondents. It is further denied that the Respondent No. 1 and/or any one of its officers ever exploited the petitioner No. 1 and other petitioners and got blank papers/receipts signed by them. It is denied that the petitioner No. 1 and other mulies were ever employed by the Respondent No. 1 and as such there was any threat of termination to them by the Respondent No. 1.

It is submitted that vide an agreement dated 5-10-1995 the contract was awarded to M/s. Rainbow Land Scape & Horticulture Service for executing the work as per the "Schedule of work" of the contract. The contractors had to execute the work. The agreement was not for deploying/supplying manpower on contract basis.

It is further submitted that the contractors were liable for executing the work as per the "Schedule of work" of the contract and not the petitioners/claimants.

It is submitted that the petitioner/claimant were never employed by Respondents and as such there was no

occasion to issue letter of appointment/to grant leave wages/to grant casual leave. It is also denied that the respondent No. 1 and/or any officer of Respondent No. 1 ever asked the petitioners/claimants to sign on payment of wages register. It is further submitted that the Respondent No. 1 was not liable to give any facility/provide amenity to the petitioners/claimants.

It is further submitted that the petitioners/claimants were never employed with the respondent No. 1 and as such there is/was no occasion/question of their complaining/demanding any facility from the respondents.

It is further submitted that the petitioners/claimants were never employed with the respondent No. 1. As such there is no occasion/question of their demanding the salary on register from the respondents and also to be allowed to fill the amount in register or withholding of their salary by Shri R. S. Sharma of the respondent No. 1.

However it is submitted that the work was awarded to M/s. Rainbow Land Scape & Horticulture Service and other contractors. The contractors were responsible for executing the work as per the contract condition and liable to pay minimum wages as per the Delhi Administration along with other link benefits. It is further submitted that no complaint was ever received by the respondents from the workers deputed by the contractors at the site regarding payment/compensation and/or any problem regarding their services at any time during the contract period.

It is submitted that the petitioners/claimants were never employed with the respondent No. 1 as such there was no occasion/question of their demanding legal right, earned wages, filling the salary on register and getting it on register, appointment letter, leave with pay, casual leave, salary as per minimum wages, arrears as per minimum wages. It is further submitted that as the respondent No. 1 had never employed the petitioners/claimants, the question of terminating their services or refusal to give them earned wages or their demand of termination order in writing or threat of falsely implicating them in serious offences by the respondent No. 1/Mr R. S. Sharma does not arise.

In view of the averments made in the foregoing paras of reply there was no question of violating Section 25-G as the petitioners/claimants were never under the employment of the respondents.

The workmen applicants have filed rejoinder. In their rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record

From perusal of the pleadings of the parties the following issues arise for determination :

1. Whether the workmen have performed 240 days work in the years 1993, 1994 and 1995 ?
2. Whether the workmen are entitled to reinstatement ?
3. To what amount of back wages the workmen are entitled ?

ISSUE NO. 1

It was submitted from the side of the workmen that all the 20 workmen worked continuously till 18-12-1996 to the full satisfaction of the management. It was further submitted that the workmen were not given legal facilities just as appointment letter, casual leave, leave wages and other benefits under the ID Act. They are not the members of ESI and EPF though they have discharged their duties as casual labours in the years 1993, 1994 and 1995. Their services have been terminated without payment of retrenchment compensation and one month's pay in lieu of notice.

It was submitted from the side of the management that there was no employer employee relationship between the management and the workmen. The workmen may be the contractor's men. The workmen are not the direct casual labour of the management, so there is no question of payment of legal benefits to them.

It was further submitted that the work was awarded to M/s. Rainbow Land Scope and Horticulture Services vide agreement dated 5-10-1993 and to the other contractors for executing the work as per schedule of the work of the contract for the Horticulture work to maintain on unit rate basis. The contractor had to execute the work and the contractors employed their own men. There is no direct engagement of the workmen even as casual labours.

It was submitted from the side of the workmen that the workmen have annexed with the records paper B-37 to B-53. These are the photocopies of attendance register maintained by the management. The names of S/Shri Rajinder, Ram Gopal and Shri Ram Chander Paswan have been mentioned on all the photocopies of the attendance register. It was submitted that this register has been maintained by the management for the attendance of casual labours engaged by the management for the work of gardening. These photocopies of attendance sheets pertain to the years 1993, 1994 and 1995. The management has denied the authenticity of these photosheets of attendance taken by the workmen.

The admitted case of the management is that M/s. Rainbow Land Scope and Horticulture was assigned the contract work from 19-10-1995. Prior to 19-10-1995 the work of gardening was being discharged by the casual

labours. No document regarding engagement of contract prior to 19-10-1995 has been filed on the record by the management. It is sufficient to prove that the work of gardening was performed by the casual labours in 1993, 1994 and upto October, 1995. The last photosheet B-62 pertains to October, 1995. Thus, it stands proved that up to October, 1995 gardening work was done by the casual labours and their attendance was taken for the purpose of making payment and attendance register was maintained.

It was further submitted from the side of the workmen that the management has concealed the relevant attendance register. This ID case was filed in 1999 whereas the attendance registers of 1992, 1993, 1994 and 1995 were weeded out in February, 2004 as being 5 (five) years old. The management should have retained the original attendance register in view of the pendency of the case. The names of the workmen atleast Shri Ram Gopal, Rajinder and Shri Ram Chander Paswan appear in the attendance register in the years 1993, 1994 and 1995 so, the management deliberately weeded it out in 2004 to conceal the original attendance register from the Court and it has been stated by the witness that the attendance register has been destroyed being more than 5 (five) years old. In the circumstances an adverse inference is to be drawn that the management deliberately weeded out the attendance register pertaining to 1993, 1994 and 1995 in February, 2004 so that the same may not be placed before the Court for its perusal.

It is not the case of the management that contract labours were engaged prior to October, 1995 so, it becomes quite obvious that prior to 1995 casual labours were engaged for performing the gardening work. The management has not filed any attendance register to show that these workmen were not employed during the years 1993, 1994 and 1995.

It was submitted that all the workmen have not filed photocopies of attendance sheets pertaining to them. In all the sheets filed by the workmen the name of Shri Ram Gopal, Rajinder and Ram Chander Paswan appear. The other workmen have not filed any proof to substantiate their claim.

It is true that the photocopy sheets of attendance register contain the names of Ram Gopal, Rajinder and Ram Chander Paswan on all the pages and it is found established that these 3 (three) workmen have worked atleast for 240 days in the years 1993, 1994 and 1995 as casual labours. The contract workers have been engaged in November, 1995. Prior to November, 1995 work was being done by these workmen. The workmen have completed 240 days work in the years 1993, 1994 and 1995. The other workmen have filed no proof to substantiate their claim statement and they are not found to have worked for 240 days in the years 1993, 1994 and 1995. This issue is decided accordingly.

ISSUE NO. 2

It was submitted from the side of the management that reinstatement is not the only relief in all the cases of illegal termination. Section 11A of the ID Act, 1947 provides for payment of compensation also.

It was submitted from the side of the workmen that compensation is payable in cases where an undertaking has become sick or it has been closed or it is in economic loss. It has not been established that the management is in economic loss and it is a sick Industry.

My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 State of UP and Rajender Singh. The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wager cleaner who worked for 4 years was dispensed with without following the procedure for retrenchment. In the instant case also no retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313.

- The Hon'ble Supreme Court has held that daily wager even if serving for a short period should be reinstated.

It was submitted from the side of the workmen that in the instant case Sections 25F, G of the ID Act are attracted. In Section 25 of the ID Act it has been provided that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of Section 25F are not complied. In the instant case no compensation has been paid to the workmen.

In case a workman has worked for 240 days in a year and the work is of continuous and regular nature he should be paid retrenchment compensation. In case retrenchment compensation is not paid Section 25F of the ID Act is attracted. There is no cessation of his services. He is deemed continued in service in the eye of law. In case there is breach of Section 25F the service is continued and reinstatement follows as a natural consequence.

ID Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that legislature wanted that such workmen should not be harassed unnecessarily, so Sections 25 F, U, T and Clause 10 of Vth Schedule have been enacted. The objects and reasons of ID Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. The workmen should not be engaged for years and then they should be

removed all of a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006 (4) Scale has put down a complete ban on regularization and reinstatement. The Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hallmark and the Constitution enshrines affirmative action to ensure that unequals are not treated equals. So public employment should be in terms of constitutional scheme.

It was further submitted that the Constitution Bench Judgement has afforded a right according to which the government is not precluded from making temporary appointments or engaging workers on daily wages.

The Hon'ble Apex Court has not declared the provisions of ID Act un-constitutional. The Government has got no license to make always appointment of daily wagers and to continue them for life time. Fixed term tenure appointments and temporary appointments cannot be the rule of public employment. At the time of making temporary appointments Articles 14, 16, 21, 23, 226 & 309 are infringed. There is no constitutional mandate that the government is at liberty to go on giving fixed term appointments for the entire tenure of service of an employee.

No such Article of the Constitution has been pointed out under which the Government or Public Sector units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such discrimination will amount to vicious discretion. The Government or Public Sector unit will go on resorting to the method of pick and choose policy and give temporary and ad hoc appointments to their favorites and thus the principles of equality enshrined in the constitution will be given a go bye. Such is not the intent of the Hon'ble Apex Court. However, in this judgement the provisions of the ID Act governing the services of the workman have not been declared un-constitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions enumerated therein or for breach of service rules provided in various labour welfare legislations.

Section 11A of the ID Act stipulates that in case the Tribunal is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or give such other relief to the workman including the

award of any lesser punishment in lieu of discharge or dismissal as the circumstance of the case may require. According to this benign provision this Tribunal has the authority to set aside the order of discharge or dismissal and reinstate the workman on the terms and conditions as it thinks fit.

The Hon'ble Apex Court in 2006(4) Scale has not annulled Section 11A of the ID Act and the legislature has authorized this Tribunal to set aside dismissal or discharge on its consideration and direct reinstatement. The judgement cited by the management is not applicable in the facts and circumstances of the case.

A three Judges bench of the Hon'ble Apex Court has held in 1993—II—LLJ that termination of services affects the livelihood of not only of the employee but also of the dependents. So in case of illegal termination of service the workman should be reinstated.

Reinstatement should not be misconceived as regularization. By the order of reinstatement the status quo ante of the workman is restored. He is given back wages in order to compensate him for his illegal dis-engagement. This is a special remedy provided in ID Act and it has not been annulled and set aside by any judgement of the Hon'ble Apex Court. The provisions of the ID Act are still constitutional and they are to be given effect too.

In case the workmen are reinstated with back wages the respondents have every right, after payment of back wages and reinstatement, to retrench them validly following the principles of first come last go so that Section 25 G & H of the ID Act are not violated.

In view of the law cited above and the facts pertaining in this case, the workmen S/Shri Ram Gopal, Rajinder and Ram Chander Paswan are entitled to reinstatement. This issue is decided accordingly.

ISSUE NO. 3

It was submitted by the management that payment of full back wages is not the natural consequence of the order of discharge or dismissal being set aside. It has been held in (2003) 6 SCC 141 that it is incumbent upon the labour court to decide the quantum of back wages.

It has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

It has been further held in this case that payment of back wages in its entirety is the statutory sanction. In (2003) 4 SCC 27 the Hon'ble Apex Court held that in view of delay in raising the dispute and initiating the proceedings back wages need not be allowed. In the instant case there is no delay at least on the part of the workman in raising the dispute.

In 1978 Lab IC 1968—three Judges Bench of the Hon'ble Apex Court held that payment of full back wages

is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment, in such circumstance the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the workmen were always ready to work but they were not permitted on account of invalid act of the employer.

In 2005 IV AD SC 39—three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workmen have performed more than 240 days work and he has been retrenched without payment of compensation and pay in lieu of notice.

It was submitted from the side of the management that reinstatement is not the only remedy. In such cases the workman may be given compensation. Section 11A of the ID Act, 1947 provides that in case of dismissal or discharge is found illegal reinstatement should be ordered. It has been held in a catena of cases by the Hon'ble Apex Court that reinstatement with full back wages is the normal rule. The statute provides for reinstatement. In certain exceptional cases where the undertaking has been closed down or it has become sick there may be order for payment of compensation.

In the facts and circumstances of the case the workman S/Shri Ram Gopal, Rajinder and Shri Ram Chander Paswan are entitled to 25% back wages.

The reference is replied thus :

The demands raised by Airport Horticulture Karamchhari Union and Delhi General Udyog Karamchhari Union as contained in their statement of claim dated 31-3-1997 filed before the Assistant Labour Commissioner (c), New Delhi, against the management of Airports Authority of India, Indira Gandhi International Airport, Gurgaon Road, New Delhi is justified. The workmen S/Shri Ram Gopal, Rajinder and Shri Ram Chander Paswan are entitled to be reinstated w.e.f. the date of their termination from service. The management should reinstate the above named workmen alongwith 25% back wages within two months from the date of publication of the award. The other 17 workmen are not entitled to any relief.

The award is given accordingly.

Date : 16-5-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 7 जून, 2007

का.आ. 1899.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के सम्बन्ध निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/ ग्राम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 94/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-6-2007 को प्राप्त हुआ था।

[सं. एल-40012/73/91—आई आर (डी.यू.)]

सुनेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 7th June, 2007

S.O. 1899.—In pursuance of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 94/2004) Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Postal Department and their workman, which was received by the Central Government on 7-6-2007.

(No. L-40012/73/91-IR(DU))
SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/94/2004

Date: 5-6-2007

Petitioner : Shri Prabhakar Mahadev Mohadikar,
Party No. 1 Through The Secretary, All India Postal
Employees Union, G. P. O., Nagpur

Versus

Respondent : The Senior Superintendent of Post Offices,
Party No. 2 Nagpur Division, Giripeth, Nagpur.

AWARD

(Dated : 5th June, 2007)

(1) The Central Government after satisfying the existence of disputes between Shri Prabhakar Mahadev Mohadikar, Through The Secretary, All India Postal Employees Union, G. P. O., Nagpur Party No. 1 and The Senior Superintendent of Post Offices, Nagpur Division, Giripeth, Nagpur Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-40012/73/91-IR(DU) dt. 19-11-1991 under Clause (d) of Sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule

"Whether the action of the Management of Sr. Supdt. of Post Offices, Nagpur in not regularizing the services of Shri P. M. Mohadikar is justified / If not, what relief he is entitled to?"

(2) The petitioner Shri P. M. Mohadikar by raising the dispute has claimed permanency in the post of Postman in which he is working from 1981 with all consequential benefits. He has contended that he was appointed as a casual labour on 15-4-1981, however, without any notice and without following the mandatory provisions of law his services were terminated w.e.f. 31-3-1983. He challenged the termination before the Tribunal and the Tribunal directed the respondent to reinstate him in the service with the continuity and back wages by an Award Dt. 15-11-1991. He was also awarded back wages. This award was challenged in the High Court in a Writ Petition No. 373/1992. The Writ of the respondent management was

dismissed. Accordingly the management reinstated him and he was paid all the back wages. Thus according to him he is working continuously from the date of appointment i.e. 15-4-1981 and he has completed 240 days continuous service. He has acquired the status of permanency. However only with the intention to deny the benefit refused to regularize him, he is not paid equal pay of the regular postman. His appointment was against the vacant and permanent post. The casual workers appointed in the year 1982 i.e. subsequent to the petitioner have already been regularised by the management. They are favoured by it in awarding permanency. They are regularized and thus according to him the action of the management in not regularizing him and not giving permanency alongwith the consequential benefit is illegal and by raising the dispute he has prayed permanency as indicated above.

(3) The management appeared and resisted the claim it was denied that he was appointed on 15-4-1982. According to it the petitioner had been working as a substitute in a leave vacancy of the regular postman on daily wages, when the occasion arose. It is contended that the order of the Hon'ble High Court dt. 27-2-1987 is clear enough to hold that the petitioner was reinstated in the same post which he was holding before his termination. Accordingly he being a substitute Postman on daily wages as and when called on arising occasion is not entitled for the benefits of permanency. It is contended that the petitioner cannot claim a regular post over and above those who are better situated. The management has also denied that the petitioner has completed 240 days continuous service every year and that his appointment was against the clear and vacant post. The appointments of the Postman are made in accordance with the recruitment rules and the petitioner is not entitled for any benefit as claimed by him. He is neither the contingent worker nor the casual labour. One Shri Mute had filed an original application before the Central Administrative Tribunal praying similar relief. The Hon'ble C.A.T. has dismissed his application. Similarly the petitioner Gughane had also filed original application before the C.A.T. which was numbered as C. A. No. 481/1990 for the same relief. It is contended that the Hon'ble C. A. T. in a case of Shri S. K. Mute while dismissing his original application has observed that he has no right for regularization, unless he qualified in the examination prescribed by the rules and therefore, according to the management he is not entitled for the relief.

(4) Both the parties adduced the evidence to prove their contentions. I have also gone through the documents, the question that arises for my consideration is :

(i) Whether the petitioner is entitled for regularization?

(5) On behalf of the petitioner it is submitted that since he has been reinstated firstly by the order of CGIT

Mumbai and secondly confirmed in the High Court and as the appointment was against the regular permanent post, he is entitled for the permanency. Undisputedly he was reinstated as per directions of the Award which was subsequently maintained in the Hon'ble High Court. It is also undisputed that he was working since 1982, the disputes are whether his appointment as a Postman was against the permanent regular post or as a casual labour working on daily wages in the leave vacancy of the permanent Postman when the occasion arose.

(6) There is no evidence to prove that the appointment of the petitioner was against the permanent and regular post. It is an admitted fact that his name was neither sponsored by the employment exchange nor he attended any examination. It is a fact that his appointment was only during the leave vacancy whenever it arose. The petitioner was never appointed in a clear permanent vacant post. The Award as well as the Order of the Hon'ble High Court is clear enough that as he was working earlier, he was reinstated. His reinstatement was in the same post in which he was appointed. As indicated above no evidence to show that his appointment was against the clear, permanent and vacant post. In such circumstances the petitioner will get the benefit only of the employee only of the previous post in which he was terminated. Even the order of Hon'ble High Court is clear enough to indicate that he was entitled only for appearing to the test examination taken by the board for appointing the Postman. The petitioner was permitted to appear for the same examination and unless he passes that examination he would not be entitled for the same. He was never appointed on a clear permanent post nor he was reinstated in the permanent vacant post of the Postman. He was reinstated on the post which he was enjoying before termination of the services and therefore, unless he passes the required examination the management cannot consider him either for the permanency or for regularization and giving the benefits of the permanent post. He cannot be given the benefits of the postmen who are appointed under the regular recruitment rules.

(7) It is a well established principle in a reported case in AIR 2006 Supreme Court Page No. 1860 Secretary State of Karnataka Vs. Humadevi and Others. The Hon'ble Supreme Court has observed that the management has right to appoint on a temporary contractual or on daily wages. Employment on daily wages does not confirm any right of a permanent employment. In view of the principles of this case when the petitioner was appointed only in leave vacancy, though later on reinstated as per directions of the CGIT as well as the Hon'ble High Court cannot get a right of becoming permanent automatically. Even the order under which the Hon'ble High Court has confirmed the order of reinstatement of CGIT is clear enough to show that he was reinstated for the failure of compliance of mandatory provisions of post retrenchment and he will get

only a right of employment on a priority basis in which he was earlier working. The order does not entitle him to get a permanency. He will have to go through the test as indicated in the judgement for getting regularization at par with the permanent postmen working in that department.

(8) Mr. Golhar appearing for the workman has submitted that the petitioner continuously doing the job and he is singled out. He is doing a job of a Postman from last more than 20 years and performing the work as regular workman. Hence as per principles of equal pay for equal work is violated. It is neither a case for equal pay for the equal work. There is a question of regularizations of the employee. Undisputedly as per rules of the post certain test are to be taken for getting a permanency, which the petitioner has not at all completed. These are the recruitment rules and unless those are successfully gone through, nobody can claim the equal position with the person who is placed in better post. He has cited one case of this tribunal only. But that cannot be a precedent. Thus he is not at all entitled for the permanent post.

(9) It is a fact that Shri Mute had applied before the Hon'ble C.A.T. who was also placed with a similar position like the petitioner and claiming the same relief has been rejected. The same rule will have to be applied to the petitioner. It seems there is the petitioner approached to this CGIT and withdrawn his own original application which was pending before the Hon'ble C.A.T. whatever it may be since the petitioner was appointed on a temporary basis during the leave vacancy occasionally, he cannot be given the benefit of permanent employee. There is also no evidence that, the petitioner worked continuously for 240 days in one calendar year. In such circumstances no relief can be granted to the petitioner and I hold that he is not entitled for any relief. In the result I answer the reference in the negative and the reference stands as dismissed.

Hence this Award.

Dated : 5-6-2007

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 जून, 2007

का.आ. 1900.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 92/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-6-2007 को प्राप्त हुआ था।

[सं. एल-40012/74/91-आई आर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 7th June, 2007

S.O. 1900.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 92/2004)

Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Postal Department and their workman, which was received by the Central Government on 7-6-2007.

[No. L-40012/74/91-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/92/2004

Petitioner : Shri Ashok Balkrishna Gughane.
Party No. 1 R/o 352, New Nandanwan Layout, Nagpur

versus

Respondent : The Senior Superintendent of Post Offices,
Party No. 2 Nagpur Division, Giripeth, Nagpur

AWARD

(Dated : 5th June, 2007)

(1) The Central Government after satisfying the existence of disputes between Shri Ashok Balkrishna Gughane, R/o 352, New Nandanwan Layout, Nagpur-440009 Party No. 1 and The Senior Superintendent of Post Offices, Nagpur Division, Giripeth, Nagpur Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-40012/74/91-IR(DU) dt. 8-11-1991 and 12-11-1991 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule :

"Whether the action of the Management of Sr. Supdt. of Post Offices, Nagpur in not regularizing the services of Shri A. B. Gughane on due date is justified? If not, what relief he is entitled to?"

(2) The petitioner Shri A. B. Gughane by raising the dispute has claimed permanency in the post of Post man in which he is working from 8-1-1981 with all consequential benefits. He has contended that he was appointed as a casual labour on 1-5-1981, however, without any notice and without following the mandatory provisions of law he was terminated from the service w.e.f. 2-8-1983. He challenged the termination before the Tribunal and the Tribunal directed the respondent to reinstate him in the service with the continuity and back wages by an Award Dt. 27-10-1986. He was also awarded back wages. This award was challenged in the High Court in a Writ Petition No. 124/1987. The Writ of the respondent management was dismissed. Accordingly the management reinstated him and he was paid all the back wages. Thus according to him he is working continuously from the date of appointment

i.e. 8-5-1981 and he has completed 240 days continuous service. He has acquired the status of permanency. However only with the intention to deny the benefit refused to regularize him, he is not paid equal pay of the regular postman. His appointment was against the vacant and permanent post. The casual workers appointed in the year 1982 i.e. subsequent to the petitioner have already been regularized by the management. They are favoured by it in awarding permanency. They are regularized and thus according to him the action of the management in not regularizing him and not giving permanency alongwith the consequential benefit is illegal and by raising the dispute he has prayed permanency as indicated above.

(3) The management appeared and resisted the claim it was denied that he was appointed on 8-5-1991. According to it the petitioner had been working as a substitute in a leave vacancy of the regular postman on daily wages, when the occasion arose. It is contended that the order of the Hon'ble High Court dt. 27-2-1987 is clear enough to hold that the petitioner was reinstated in the same post which he was holding before his termination. According he being a substitute postman on daily wages as and when called on arising occasion is not entitled for the benefits of permanency. It is contended that the petitioner cannot claim a regular post over and above those who are better situated. The management has also denied that the petitioner has completed 240 days continuous service every year and that his appointment was against the clear and vacant post. The appointments of the postman are made in accordance with the recruitment rules and the petitioner is not entitled for any benefit as claimed by him. He is neither the contingent worker nor the casual labour. One Shri Mute had filed an original application before the Central Administrative Tribunal praying similar relief. The Hon'ble C.A.T. has dismissed his application. Similarly the petitioner Gughane had also filed original application before the C.A.T. which was numbered as C. A. No. 1089/1993 for the same relief but seeing the view of the Hon'ble C. A. T. he has withdrawn the application. It is contended that the Hon'ble C.A.T. in a case of Shri S. K. Mute while dismissing his original application has observed that he has no right for regularization, unless he qualifies in the examination prescribed by the rules and therefore, according to the management he is not entitled for the relief.

(4) Both the parties adduced the evidence to prove their contentions. I have also gone through the documents. the question that arises for my consideration is :

(i) Whether the petitioner is entitled for regularization?

(5) On behalf of the petitioner it is submitted that since he has been reinstated firstly by the order of CGIT Mumbai and secondly confirmed in the High Court and as the appointment was against the regular permanent post, he is entitled for the permanency. Undisputedly he was

reinstated as per directions of the Award which was subsequently maintained in the Hon'ble High Court. It is also undisputed that he was working since 1982, the disputes are whether his appointment as a postman was against the permanent regular post or as a casual labour working on daily wages in the leave vacancy of the permanent postman when the occasion arose.

(6) There is no evidence to prove that the appointment of the petitioner was against the permanent and regular post. It is an admitted fact that his name was neither sponsored by the employment exchange nor he attended any examination. It is a fact that his appointment was only during the leave vacancy whenever it arose. The petitioner was never appointed in a clear permanent vacant post. The Award as well as the Order of the Hon'ble High Court is clear enough that as he was working earlier, he was reinstated. His reinstatement was in the same post in which he was appointed. As indicated above: no evidence to show that his appointment was against the clear, permanent and vacant post. In such circumstances the petitioner will get the benefit only of the employee only of the previous post in which he was terminated. Even the order of Hon'ble High Court is clear enough to indicate that he was entitled only for appearing to the test examination taken by the board for appointing the postman. The petitioner was permitted to appear for the same examination and unless he passes that examination he would not be entitled for the same. He was never appointed on a clear permanent post nor he was reinstated in the permanent vacant post of the postman. He was reinstated on the post which he was enjoying before termination of the services and therefore, unless he passes the required examination the management cannot consider him either for the permanency or for regularization and giving the benefits of the permanent post. He cannot be given the benefits of the postmen who are appointed under the regular recruitment rules.

(7) It is a well established principle in a reported case in AIR 2006 Supreme Court Page No. 1860 Secretary State of Karnataka Vs. Humadevi and Others. The Hon'ble Supreme Court has observed that the management has right to appoint on a temporary contractual or on daily wages. Employment on daily wages does not confirm any right of a permanent employment. In view of the principles of this case when the petitioner was appointed only in leave vacancy, though later on reinstated as per directions of the CGIT as well as the Hon'ble High Court cannot get a right of becoming permanent automatically. Even the order under which the Hon'ble High Court has confirmed the order of reinstatement of CGIT is clear enough to show that he was reinstated for the failure of compliance of mandatory provisions of post retrenchment and he will get only a right of employment on a priority basis in which he was earlier working. The order does not entitle him to get a permanency. He will have to go through the test as indicated

in the judgement for getting regularization at par with the permanent postmen working in that department.

(8) Mr. Golhar appearing for the workman has submitted that the petitioner continuously doing the job and he is singled out. He is doing a job of a postman from last more than 20 years and performing the work as regular workman. Hence as per principles of equal pay for equal work is violated. It is neither a case for equal pay for the equal work. There is a question of regularizations of the employee. Undisputedly as per rules of the post certain test are to be taken for getting a permanency, which the petitioner has not at all completed. These are the recruitment rules and unless those are successfully gone through, nobody can claim the equal position with the person who is placed in better post. He has cited one case of this tribunal only. But that cannot be a precedent. Thus he is not at all entitled for the permanent post.

(9) It is a fact that Shri Mute had applied before the Hon'ble C.A.T. who was also placed with a similar position like the petitioner and claiming the same relief has been rejected. The same rule will have to be applied to the petitioner. It seems there is the petitioner approached to this CGIT and withdrawn his own original application which was pending before the Hon'ble C.A.T. whatever it may be since the petitioner was appointed on a temporary basis during the leave vacancy occasionally, he cannot be given the benefit of permanent employee. There is also no evidence that, the petitioner worked continuously for 240 days in one calendar year. In such circumstances no relief can be granted to the petitioner and I hold that he is not entitled for any relief. In the result I answer the reference in the negative and the reference stands as dismissed.

Hence this award.

Dated: 1-6-2007

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 जून, 2007

कार.अ. 1901.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधात्मक के सम्बद्ध निचोषकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 93/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-6-2007 को प्राप्त हुआ था।

[सं. एल-40012/34/96-आई आर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 7th June, 2007

S.O. 1901.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 93/2004) Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between

the employers in relation to the management of Postal Department and their workman, which was received by the Central Government on 7-6-2007.

[No. L-40012/34/96-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR, COURT, NAGPUR

Case No. CGIT/NGP/93/2004

Date: 5-6-2007

Petitioner : Shri Shyamrao Rajaram Kahile,
Party No. 1 R/o Panchpaoli, Pahila Fatak, Nagpur

Versus

Respondent : The Senior Superintendent of Post Offices,
Party No. 2 Nagpur Division, Giripeth, Nagpur

AWARD

(Dated: 5th June, 2007)

(1) The Central Government after satisfying the existence of disputes between Shri Shyamrao Rajaram Kahile, R/o Panchpaoli, Pahila Fatak, Nagpur Party No. 1 and The Senior Superintendent of Post Offices, Nagpur Division, Giripeth, Nagpur Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-40012/34/96-IR(DU) dt. 2-3-1998 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule

"Whether the action of the Management of Sr. Supdt. of Post Offices, Nagpur in not regularizing the services of Shri S. R. Kahile a postman working since 1981, is legal and justified? If not to what the workman is entitled?"

(2) The petitioner Shri S. R. Kahile by raising the dispute has claimed permanency in the post of Postman in which he is working from 1981 with all consequential benefits. He has contended that he was appointed as a casual labour on 15-4-1982, however, without any notice and without following the mandatory provisions of law his services were terminated 31-3-1983. He challenged the termination before the Tribunal and the Tribunal directed the respondent to reinstate him in the service with the continuity and back wages by an Award dt. 15-11-1991. He was also awarded back wages. This award was challenged in the High Court in a Writ Petition No. 373/1992. The Writ of the respondent management was dismissed. Accordingly the management reinstated him and he was paid all the back wages. Thus according to him he is working continuously from the date of appointment i.e. 15-4-1982 and he has completed 240 days continuous service. He

has acquired the status of permanency. However only with the intention to deny the benefit refused to regularize him. he is not paid equal pay of the regular postman. His appointment was against the vacant and permanent post. The casual workers appointed in the year 1982 i.e. subsequent to the petitioner have already been regularized by the management. They are favoured by it in awarding permanency. They are regularized and thus according to him the action of the management in not regularizing him and not giving permanency alongwith the consequential benefit is illegal and by raising the dispute he has prayed permanency as indicated above.

(3) The management appeared and resisted the claim. it was denied that he was appointed on 15-4-1982. According to it the petitioner had been working as a substitute in a leave vacancy of the regular postman on daily wages, when the occasion arose. It is contended that the order of the Hon'ble High Court dt. 27-2-1987 is clear enough to hold that the petitioner was reinstated in the same post which he was holding before his termination. Accordingly he being a substitute postman on daily wages as and when called on arising occasion is not entitled for the benefits of permanency. It is contended that the petitioner cannot claim a regular post over and above those who are better situated. The management has also denied that the petitioner has completed 240 days continuous service every year and that his appointment was against the clear and vacant post. The appointments of the postman are made in accordance with the recruitment rules and the petitioner is not entitled for any benefit as claimed by him. He is neither the contingent worker nor the casual labour. One Shri Mute had filed an original application before the Central Administrative Tribunal praying similar relief. The Hon'ble C.A.T. has dismissed his application. Similarly the petitioner Gughane had also filed original application before the C.A.T. which was numbered as O. A. No. 481/1990 for the same relief. It is contended that the Hon'ble C. A. T. in a case of Shri S. K. Mute while dismissing his original application has observed that he has no right for regularization, unless he qualifies in the examination prescribed by the rules and therefore, according to the management he is not entitled for the relief.

(4) Both the parties adduced the evidence to prove their contentions. I have also gone through the documents. the question that arises for my consideration is:

(i) Whether the petitioner is entitled for regularization?

(5) On behalf of the petitioner it is submitted that since he has been reinstated firstly by the order of CGIT Mumbai and secondly confirmed in the High Court and as the appointment was against the regular permanent post. he is entitled for the permanency. Undisputedly he was reinstated as per directions of the Award which was

subsequently maintained in the Hon'ble High Court. It is also undisputed that he was working since 1982, the disputes are whether his appointment as a postman was against the permanent regular post or as a casual labour working on daily wages in the leave vacancy of the permanent postman when the occasion arose.

(6) There is no evidence to prove that the appointment of the petitioner was against the permanent and regular post. It is an admitted fact that his name was neither sponsored by the employment exchange nor he attended any examination. It is a fact that his appointment was only during the leave vacancy whenever it arose. The petitioner was never appointed in a clear permanent vacant post. The Award as well as the Order of the Hon'ble High Court is clear enough that as he was working earlier, he was reinstated. His reinstatement was in the same post in which he was appointed. As indicated above no evidence to show that his appointment was against the clear, permanent and vacant post. In such circumstances the petitioner will get the benefit only of the employee only of the previous post in which he was terminated. Even the order of Hon'ble High Court is clear enough to indicate that he was entitled only for appearing to the test examination taken by the board for appointing the postman. The petitioner was permitted to appear for the same examination and unless he passes that examination he would not be entitled for the same. He was never appointed on a clear permanent post nor he was reinstated in the permanent vacant post of the postman. He was reinstated on the post which he was enjoying before termination of the services and therefore, unless he passes the required examination the management cannot consider him either for the permanency or for regularization and giving the benefits of the permanent post. He cannot be given the benefits of the postmen who are appointed under the regular recruitment rules.

(7) It is a well established principle in a reported case in A.I.R. 2006 Supreme Court Page No. 1860 Secretary State of Karnataka Vs. Humadevi & Others. The Hon'ble Supreme Court has observed that the management has right to appoint on a temporary contractual or on daily wages. Employment on daily wages does not confirm any right of a permanent employment. In view of the principles of this case when the petitioner was appointed only in leave vacancy, though later on reinstated as per directions of the CGIT as well as the Hon'ble High Court cannot get a right of becoming permanent automatically. Even the order under which the Hon'ble High Court has confirmed the order of reinstatement of CGIT is clear enough to show that he was reinstated for the failure of compliance of mandatory provisions of post retrenchment and he will get only a right of employment on a priority basis in which he was earlier working. The order does not entitle him to get a permanency. He will have to go through the test as indicated

in the judgement for getting regularization at par with the permanent postmen working in that department.

(8) Mr. Golhar appearing for the workman has submitted that the petitioner continuously doing the job and he is singled out. He is doing a job of a postman from last more than 20 years and performing the work as regular workman. Hence as per principles of equal pay for equal work is violated. It is neither a case for equal pay for the equal work. There is a question of regularizations of the employee. Undisputedly as per rules of the post certain test are to be taken for getting a permanency, which the petitioner has not at all completed. These are the recruitment rules and unless those are successfully gone through, nobody can claim the equal position with the person who is placed in better post. He has cited one case of this tribunal only. But that cannot be a precedent. Thus he is not at all entitled for the permanent post.

(9) It is a fact that Shri Mute had applied before the Hon'ble C.A.T. who was also placed with a similar position like the petitioner and claiming the same relief has been rejected. The same rule will have to be applied to the petitioner. It seems there is the petitioner approached to this CGIT and withdrawn his own original application which was pending before the Hon'ble C.A.T. whatever it may be since the petitioner was appointed on a temporary basis during the leave vacancy occasionally, he cannot be given the benefit of permanent employee. There is also no evidence that, the petitioner worked continuously for 240 days in one calendar year. In such circumstances no relief can be granted to the petitioner and I hold that he is not entitled for any relief. In the result I answer the reference in the negative and the reference stands as dismissed.

Hence this award.

Dated : 5-6-2007

A. N. YADAV, Presiding Officer

नई दिल्ली, 7 जून, 2007

का.अ. 1902.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचरट (संदर्भ संख्या 33/2005) को प्रकटित करती है, जो केन्द्रीय सरकार को 7-6-2007 को प्राप्त हुआ था।

[सं. एल-40012/159/2004-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 7th June, 2007

S.O. 1902.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 33/2005) Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 7-6-2007.

[No. L-40012/159/2004-IR (DU)]
SURENDRA SINGH, Desk Officer
ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

PRESENT:

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 23rd day of May, 2007

INDUSTRIAL DISPUTE No. 33/2005

BETWEEN

Smt. J. Balamani,
H. No. 18-7-739/33/B,
Srirammagar Colony,
Goulipura, Hyderabad-53. Petitioner

AND

The Chief General Manager,
Bharat Sanchar Nigam Limited,
AP Circle, Abids, Hyderabad. Respondent

APPEARANCES

For the Petitioner : M/s Dr. A. Raghu Kumar &
B. Pavan Kumar, Advocates

For the Respondent : Sri Karoor Mohan,
Advocate

AWARD

This is a reference made by the Government of India, Ministry of Labour by its order No. L-40012/159/2004-IR(DU) dated 17-2-2005 in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 with the following schedule :

SCHEDULE

"Whether the action of the management of Bharat Sanchar Nigam Limited, Hyderabad in terminating the services of Smt. J. Balamani, Ex. Casual Labour w.e.f. 14-5-2004 is legal and justified? If not, to what relief the workman is entitled?"

This reference was registered as Industrial Dispute No. 33/2005 and notices were issued to the parties.

2. The Petitioner Smt. J. Balamani filed her claim statement stating that she was engaged as a part time casual labour in the office of the respondent on 16-6-1993 and she

performed her duties to the satisfaction of her superiors till she was terminated on 14-5-2004. The Respondent Department has decided as one time measure to convert part time casual labourers into full time casual labour vide letter No. 269-13/99-STN-II, dated 16-9-1999. The said letter extended benefits of conversion of part time casual labour working for less than four hours into full time casual labourers.

3. It is further submitted that the Petitioner has made a representation for conversion into full time casual labour and the same was forwarded to Divisional Engineer with due certificates on 10-1-2001 by Accounts Officer, Telecom Installation Unit, Hyderabad where the Petitioner was working. In continuation of the said letter the particulars of the Petitioner's employment as on 30-3-2001 were furnished to Divisional Engineer. In response to the letter dated 3-5-2001 information pertains to the casual labours of various units is forwarded to PGM, HTD vide DGM (SI)-South dated 10-5-2001. The Petitioner's name is at S.No. 6. The Petitioner's case was forwarded with required information vide letter dated 15-2-2002. Subsequently with additional information vide letter dated 16-7-2002 to PGM, HTD.

4. It is further submitted that at this juncture the unit where the Petitioner was working has been totally closed. It is further submitted that the Respondent is engaging many juniors and also some other persons on contract basis. The Petitioner approached the Assistant Labour Commissioner (C) on 20-8-2004 for reengagement and for conversion of her case into full time casual labour. The conciliation proceedings are ended in failure. As such the matter was referred to the Government of India who in turn referred the dispute to this tribunal for adjudication. It is further submitted that the Respondent is an industry and part time workers are workmen under the definition of Sec. 2A(2) of the Industrial Disputes Act, 1947 and the Respondents should follow the conditions required under the Act to retrench the workman by giving one month notice in writing or in lieu of such notice one month pay. The termination of the Petitioner in violation of Sec. 25F. The Petitioner prays this tribunal to declare the action of the Respondent in retrenching the Petitioner's service is illegal and in violation of Sec. 25F of the Industrial Disputes Act, 1947 and consequently reinstate the Petitioner with all attendant benefits.

5. The Respondent filed counter and denied the averments made by the Petitioner against the Respondent and pleaded that the Petitioner has worked intermittently as part time sweeper in the office of the Respondent from 16-6-1993 to August, 2001 and thereafter from June, 2003 to April, 2004. She has worked for four hours per day upto 14-5-2000 and thereafter 6 hours per day from 15-5-2000. It is further submitted that Respondent introduced a scheme called "Casual Labour (grant to temporary status and

regularization) Scheme, 1989", under which temporary status would be conferred to the casual labourers employed as on 7-11-1989 and who have rendered a continuous service of at least one year, out of which they must have been engaged on work for a period of 240 days (206 days in the case of offices observing five day week). The said scheme is applicable to full time casual labour working in the Department and Petitioner was not engaged before 30-3-1985. It is further submitted that subsequently it was clarified that the part time casual labour who worked for 240 days in any four years prior to 30-3-1985 were included in the scheme to confer temporary status. In view of the decisions of Apex Court in the case of Janakadhari Paswan Vs. Union of India and in Sakubai and others Vs. Secretary, Ministry of Communications, there is no question of granting temporary status/regularization of part time casual labourers. Since the Petitioner was not engaged before 30-3-1985 and not on rolls as on 7-11-1989 that the Petitioner is not eligible to confer temporary status.

6. It is further submitted that the said scheme was clarified from time to time and considered for inclusion of left out cases and sought information with regard to the casual labour working as on 1-8-1998. The Respondent has clarified through the letter dated 16-9-99 and later dated 25-8-2000 as one time relaxation, giving benefit to part time casual labourers who have worked 240 days preceding 12 months.

7. It is further submitted that the Petitioner was engaged by the installation unit as part time casual labour. Installation unit is entrusted with specific time bound work for installation of telecom equipment etc. As the work was completed the Petitioner was not engaged and the installation establishment was closed permanently.

8. It is denied that the Respondent is continuing to engage juniors to the Petitioner. It is further submitted that the Respondent has retrenched the services of the Petitioner as a result of the closure of the installation unit and to dismiss the petition.

9. The petitioner filed an affidavit in support of her claim and got marked Xerox copies of documents which are Ex. W1 to W7. Ex. W1 is the letter pertains to petitioner's engagement dated 16-7-2002. Ex. W2 is the service particulars of the petitioner dated 16-9-99. Ex. W3 is the letter of department of Telecom, regarding conversion of part time casual labourers into full time casual labourers dated 25-8-2000. Ex. W4 is the letter regarding regularisation of the services of casual mazdoors working in Accounts section dated 10-1-2001. Ex. W5 is the letter regarding grant of temporary status to casual labourers who have completed 240 days as on 1-8-1998. Ex. W6 is the letter regarding regularization of casual labourers dated 10-5-2001. Ex. W7 is the letter regarding case of part time sweepers dated 14-5-2004. She reiterated the pleas taken in her claim petition.

10. The respondent filed the affidavit of Sri S.P.L. Narasimham, A.G.M., and got marked the Xerox copies of documents as follows : Ex. M1 is the letter regarding employment of part time labourers on their regular absorption to group 'D' posts dated 14-8-84. Ex. M2 and M3 are letters regarding ban on engagement of casual labour dated 30-3-1985 and 22-6-1988. Ex. M4, M5 and M6 are letters regarding grant of temporary status and regularization. Ex. M7 is the letter regarding part time casual labours and their conversion into full time staff dated 14-8-1998. Ex. M8 and M9 are letters regarding conversion of part time casual labour into full time workers dated 16-9-1999 and 25-8-2000. Ex. M10 is the letter dated 5-10-2004 to ALC (C) regarding regularization of the petitioner. Ex. M11 is the letter No. BSL/SECTT/25-2/2005 dated 20-3-2006. Ex. M12 is the order in OA No. 935/2001 dated 13-11-2002 of Hon'ble Central Administrative Tribunal, Hyderabad Bench. He also reiterated the averments made in the counter and most documents filed by both the parties appears to be one and the same.

11. The Learned Counsel for the Petitioner contended that the Petitioner worked from 16-6-1993 till 14-5-2004 for about 11 years as a part time casual labour and the Petitioner comes as worker within the definition of Industrial Disputes Act, 1947 and further contended that the Petitioner is entitled to the benefit for conversion into full time casual labour and also consequential absorption and further contended that the name of the Petitioner was recommended for conversion into full time casual labour but instead of confirming as a full time casual labour the Respondent retrenched the Petitioner in violation of provisions of Sec. 25 F of Industrial Disputes Act, 1947 without giving any notice or one month pay in lieu of notice and other benefits.

12. The Learned Counsel for the Respondent contended that the Petitioner who was engaged on daily wages will not get any right or claim for the permanent job in view of the Judgement in 2006(4) at page 197 between Secretary of State Government of Karnataka Vs. Umadevi and others and further pointed that every workman has to be recruited as per the established procedure and rules and further contended that the project in which the Petitioner has worked was closed, as such, the Petitioner was disengaged and the Petitioner will not get any right.

13. It has to be seen whether the Petitioner is entitled to get temporary status in view of the regulation of Casual Labour (grant to temporary status and regularization) Scheme, 1989. According to said scheme temporary status would be conferred on the casual labours employed as on 17-11-1989 and who had rendered a continuous service of atleast one year, out of which they must have been engaged on work for a period of 240 days. Since the Petitioner was not engaged before 30-3-1985 and she was not on rolls as on 17-11-1989, the Petitioner is not eligible for confirmation

of temporary status under the above scheme. Further, the said scheme is only applicable to full time casual labour. Ex. W1 discloses that the application of the Petitioner was forwarded to Assistant General Manager recommending for the conversion of the part time casual mazdoor into full time casual mazdoor. The service particulars which are certified by Junior Engineer shows that she worked for 190 days in 1993, 273 days in 1994, 337 days in 1995, 366 days in 1996. Further the total number of days from her initial engagement from 16-6-1993 to 31-12-2001 is 2784 days. The Respondent has not disputed this document.

14. The Respondent issued the orders dated 25-8-2000 vide Ex. M9 for conversion of part time casual labours working for less than 4 hours per day into full time casual labours. It was taken as a one time relaxation which reads as follows :

"As one time relaxation, Part Time Casual Labourers with less than 4 hours of duty per day who have worked for 240 days in the preceding 12 months may be converted into full time casual labourers. This will be applicable only to the extent of the numbers indicated against respective field units in the Annexure (the figures are based on the information furnished by the circles themselves) and it will further be subject to the conditions mentioned in the following paragraphs."

15. The Petitioner's application was forwarded recommending for conversion of part time casual workers under the above scheme. But the Respondent did not give the benefit of the said scheme to the Petitioner. The Petitioner also made a representation to the Assistant Labour Commissioner (C) who referred the matter to the Respondent. The Respondent has written a letter to the Assistant Labour Commissioner (C) as in Ex. M10 stating that the case of the Petitioner was not considered because there is no shortage of Grade 'D' staff and further stated that the installation unit where the Petitioner was working was closed.

16. The Petitioner has worked for more than 10 years continuously as a part time worker and she comes under the definition of workman under Industrial Disputes Act, 1947. When the Petitioner was retrenched the Respondent is expected to retrench the workman as per the procedure under Sec. 25F of Industrial Disputes Act, 1947. Therefore, the termination or retrenchment of the Petitioner is in violation of Sec. 25 F of Industrial Disputes Act, 1947. Since the Respondent has not given one month notice in writing indicating the reasons for retrenchment and further the Petitioner was not paid one month wages in lieu of the notice and further Petitioner was not paid the retrenchment compensation of 15 days average pay for every completed year of service. Therefore, the retrenchment or termination of the Petitioner is illegal.

17. In view of the circumstances, I hold that the termination of services of the Petitioner w.e.f. 14-5-2004 is illegal and not justified and the Respondent is directed to reinstate the Petitioner without back wages. It is further directed that the Respondent should consider the Petitioner for conversion into full time casual labour under the relevant scheme and the rules. If the Petitioner is not eligible under the said rules for conversion into full time casual labour, the Respondent is at liberty to retrench the Petitioner only by following the procedure laid down for retrenchment under the Industrial Disputes Act, 1947.

Award passed accordingly Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 23rd day of May, 2007.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner :	Witnesses examined for the Respondent :
WW1 : Smt. J. Balamani	MW1 : Sri S.P.L. Narasimham

Documents marked for the Petitioner

Ex. W1 : Copy of Ir. No. TA/DGM (SI)/CM/2002-2003/69 dt. 16-7-2002

Ex. W2 : Copy of service particulars

Ex. W3 : Copy of Ir. No. 269-13/99-STN-II dt. 25-8-2000

Ex. W4 : Copy of Ir. No. TA/AQ(1)/CM/01 dt. 10-1-2001

Ex. W5 : Copy of Ir. No. TA/AQ(1)/Casual Mazdoors/15

Ex. W6 : Copy of Ir. No. TA/DGM(SI)/CMS/2000-2001/29

Ex. W7 : Copy of Ir. No. TA/DE-SWI-HD/TSM/04-05/13 dt. 14-3-2004

Documents marked for the Respondent

Ex. M1 : Copy of DOT Ir. No. 269/39-84-STN dt. 14-8-84

Ex. M2 : Copy of DGP & T Ir. No. 270/6/84-STN dt. 30-3-1985

Ex. M3 : Copy of DOT Ir. No. 270/6/84-STN dt. 22-6-88

Ex. M4 : Copy of DGT Ir. No. 269-10/89-STN dt. 7-11-1989

Ex. M5 : Annexure to Ex. M4 reg. Casual Labourers (Grant of Temporary Status and Regularization) Scheme

Ex. M6 :

Ex. M6 : Copy of DGT Ir. No. 269-10/89-STN dt. 17-12-90

Ex. M7 : Copy of Ir. No. 269-10/89-STN-II dt. 14-8-98

Ex. M8 : Copy of Ir. No. 269-13/99-STN-II dt. 16-9-99

Ex. M9 : Copy of Ir. No. 269-13/99-STN-II dt. 25-8-2000

Ex. M10 : Copy of Ir. No. SR-203/PT/KW-II/2000-01/13 dt. 5-10-2004

Ex. M11 : Copy of Ir. No. Bharat Sanchar Nigam Limited/ SECTT/25-2/2005 dt. 20-3-2006

Ex. M12 : Copy of order in OA No. 935/2001 dt. 13-11-2002

नई दिल्ली, 7 जून, 2007

का.आ. 1903.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/ श्रम न्यायालय, हैदराबाद के पंचाद (संदर्भ संख्या 40/2005) को प्रकटित करती है, जो केन्द्रीय सरकार को 7-6-2007 को प्राप्त हुआ था।

[सं. एन-40012/160/2004-आई आर (डी यू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 7th June, 2007

S.O. 1903.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2005) Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 7-6-2007.

[No. L-40012/160/2004-IR (DU)]
SURENDRA SINGH, Desk Officer
ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

PRESENT:

Shri T. Ramchandra Reddy, Presiding Officer

Dated the 23rd day of May, 2007

INDUSTRIAL DISPUTE No. 40/2005

BETWEEN

Smt. M. Jangamma,
H. No. 6-2-971/11,
Rly. Quarters, Khairatabad,
Hyderabad

... Petitioner

AND

The Chief General Manager,
Bharat Sanchar Nigam Limited,
AP Circle, Abids, Hyderabad

... Respondent

APPEARANCES

For the Petitioner : M/s. Dr. A. Raghu Kumar &
B. Pavan Kumar, Advocates

For the Respondent : Sri Karnoor Mohan,
Advocate

AWARD

This is a reference made by the Government of India, Ministry of Labour by its order No. L-40012/160/2004-IR(DU) dated 22-3-2005 in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 with the following schedule.

SCHEDULE

"Whether the action of the management of Bharat Sanchar Nigam Limited, Hyderabad in terminating the services of Smt. M. Jangamma, Ex. Casual Labour w.e.f. 18-5-2002 is legal and justified? If not, to what relief the workman is entitled?"

This reference was registered as Industrial Dispute No. 40/2005 and notices were issued to the parties.

2. The Petitioner Smt. M. Jangamma filed her claim statement stating that she was engaged as a part time casual labour in the office of the Respondent on 1-7-1993 and she performed her duties to the satisfaction of her superiors till she was terminated on 18-5-2002. The Respondent Department has decided as one time measure to convert part time casual labourers into full time casual labour vide letter No. 269-13/99-STN-II, dated 16-9-1999. The said letter extended benefits of conversion of part time casual labour working for less than four hours into full time casual labourers.

3. It is further submitted that the Petitioner has made a representation for conversion into full time casual labour and the same was forwarded to Divisional Engineer with due certificates on 10-1-2001 by Accounts Officer, Telecom Installation Unit, Hyderabad where the Petitioner was working. In continuation of the said letter the particulars of the Petitioner's employment as on 30-3-2001 were furnished to Divisional Engineer. In response to the letter dated 3-5-2001 information pertains to the casual labours of various units is forwarded to PGM, HTD vide DGM (SI)-South dated 10-5-2001. The Petitioner's name is at S.No. 6. The Petitioner's case was forwarded with required information vide letter dated 15-2-2002. Subsequently with additional information vide letter dated 16-7-2002 to PGM, HTD.

4. Further submitted that at this juncture the unit where the Petitioner was working has been totally closed. It is further submitted that the Respondent is engaging many juniors and also some other persons on contract basis. The Petitioner approached the Assistant Labour

Commissioner (C) on 16-8-2004 for re-engagement and for conversion of her case into full time casual labour. The conciliation proceedings are ended in failure. As such the matter was referred to the Government of India who in turn referred the dispute to this tribunal for adjudication. It is further submitted that the Respondent is an industry and part-time workers are workmen under the definition of Sec. 2A(2) of the Industrial Disputes Act, 1947 and the Respondents should follow the conditions required under the Act to retrench the workman by giving one month notice in writing or in lieu of such notice one month pay. The termination of the Petitioner in violation of Sec. 25F. The Petitioner prays this tribunal to declare the action of the Respondent in retrenching the Petitioner's service is illegal and in violation of Sec. 25F of the Industrial Disputes Act, 1947 and consequently reinstate the Petitioner with all attendant benefits.

5. The Respondent filed counter and denied the averments made by the Petitioner against the Respondent and pleaded that the Petitioner has worked intermittently as part-time sweeper in the office of the Respondent from 1-7-1993 to 15-2-2002 and thereafter from June 2003 to April 2004. It is further submitted that Respondent introduced a scheme called "Casual Labour (grant to temporary status and regularization) Scheme, 1989", under which temporary status would be conferred to the casual labourers employed as on 7-11-1989 and who have rendered a continuous service of at least one year, out of which they must have been engaged on work for a period of 240 days (206 days in the case of officers observing five day week). The said scheme is applicable to full time casual labour working in the Department and Petitioner was not engaged before 30-3-1985. It is further submitted that subsequently it was clarified that the part-time casual labour who worked for 240 days in any four years prior to 30-3-1985 were included in the scheme to confer temporary status. In view of the decisions of Apex Court in the case of Jankadhari Paswan Vs. Union of India and in Sakubani and Others Vs. Secretary, Ministry of Communications, there is no question of granting temporary status/regularization of part-time casual labourers. Since the Petitioner was not engaged before 30-3-1985 and not on rolls as on 7-11-1989, that the Petitioner is not eligible to confer temporary status.

6. It is further submitted that the said scheme was clarified from time to time and considered for inclusion of left-out cases and sought information with regard to the casual labour working as on 1-8-1998. The Respondent has clarified through the letter dated 16-9-99 and letter dated 25-8-2000 as one time relaxation, giving benefit to part-time casual labourers who have worked 240 days preceding 12 months.

7. It is further submitted that the Petitioner was engaged by the installation unit as part-time casual labour. Installation unit is entrusted with specific time bound work

for installation of telecom equipment etc. As the work was completed the Petitioner was not engaged and the installation establishment was closed permanently.

8. It is denied that the Respondent is continuing to engage juniors to the Petitioner. It is further submitted that the Respondent has retrenched the services of the Petitioner as a result of the closure of the installation unit and to dismiss the petition.

9. The petitioner filed an affidavit in support of her claim and got marked Xerox copies of documents which are Exts. W1 to W7. Ex. W1 is the letter pertains to petitioner's engagement dated 15-2-2002. Ex. W2 is the service particulars of the petitioner dated 16-9-99. Ex. W3 is the letter of Department of Telecom, regarding conversion of part time casual labourers into full time casual labourers dated 25-8-2000. Ex. W4 is the letter regarding regularization of the services of casual mazdoors working in Accounts section dated 10-1-2001. Ex. W5 is the letter regarding grant of temporary status to casual labourers who have completed 240 days as on 30-3-2001. Ex. W6 is the letter regarding regularization of casual labourers dated 3-5-2001. Ex. W7 is the letter regarding case of part-time sweepers dated 14-5-2004. She reiterated the pleas taken in her claim petition.

10. The respondent filed the affidavit of Sri S.P.L. Narasimham, A.G.M., and got marked the Xerox copies of documents as follows : Ex. M1 is the letter regarding employment of part-time labourers on their regular absorption to Group 'D' posts dated 14-8-84. Exts. M2 and M3 are letters regarding ban on engagement of casual labour dated 30-3-1985 and 22-6-1988. Exts. M4, M5 and M6 are letters regarding grant of temporary status and regularization. Ex. M7 is the letter regarding part time casual labours and their conversion into full time staff dated 14-8-1998. Ex. M8 is the letter regarding ban on engagement of casual labours dated 12-2-99. Exts. M9 and M10 are letters regarding conversion of part-time casual labour into full time workers dated 16-9-1999 and 25-8-2000. Ex. M11 is the letter dated 5-10-2004 to ALC (C) regarding regularization of the petitioner. Ex. M12 is the letter No. BSL/SECTT/25-2/2005 dated 20-3-2006. Ex. M13 is the resolution passed by Respondent dated 3-3-2006. He also reiterated the averments made in the counter and most documents filed by both the parties appears to be one and the same.

11. The Learned Counsel for the Petitioner contended that the Petitioner worked from 1-7-1993 till 18-5-2002 for about 9 years as a part-time casual labour and the Petitioner comes as worker within the definition of Industrial Disputes Act, 1947 and further contended that the Petitioner is entitled to the benefit for conversion into full time casual labour and also consequential absorption and further contended that the name of the Petitioner was recommended for conversion into full time casual labour but instead of confirming as a full time casual labour

Respondent retrenched the Petitioner in violation of provisions of Sec. 25 F of Industrial Disputes Act, 1947 without giving any notice or one month pay in lieu of notice and other benefits.

12. The Learned Counsel for the Respondent contended that the Petitioner who was engaged on daily wages will not get any right or claim for the permanent job in view of the Judgement in 2006(4) at page 197 between Secretary of State Government of Karnataka Vs. Umadevi and Others and further pointed that every workman has to be recruited as per the established procedure and rules and further contended that the project in which the Petitioner has worked was closed, as such, the Petitioner was disengaged and the Petitioner will not get any right.

13. It has to be seen whether the Petitioner is entitled to get temporary status in view of the regulation of Casual Labour (grant to temporary status and regularization) Scheme, 1989. According to said scheme temporary status would be conferred on the casual labours employed as on 17-11-1989 and who had rendered a continuous service of atleast one year, out of which they must have been engaged on work for a period of 240 days. Since the Petitioner was not engaged before 30-3-1985 and she was not on rolls as on 17-11-1989, the Petitioner is not eligible for confirmation of temporary status under the above scheme. Further, the said scheme is only applicable to full time casual labour. As per verification certificate Ex. W1 the service particulars which are certified by Divisional Engineer shows that she worked for 240 days in a year prior to 1-8-1998. The Respondent has not disputed this document.

14. The Respondent issued the orders dated 25-8-2000 vide Ex. M10 for conversion of part time casual labours working for less than 4 hours per day into full time casual labours. It was taken as a one time relaxation which reads as follows :

"As one time relaxation, Part Time Casual Labourers with less than 4 hours of duty per day who have worked for 240 days in the preceding 12 months may be converted into full time casual labourers. This will be applicable only to the extent of the numbers indicated against respective field units in the Annexure (the figures are based on the information furnished by the circles themselves) and it will further be subject to the conditions mentioned in the following paragraphs."

15. The Petitioner's application was forwarded recommending for conversion of part-time casual workers under the above scheme. But the Respondent did not give the benefit of the said scheme to the Petitioner. The Petitioner also made a representation to the Assistant Labour Commissioner (C) who referred the matter to the Respondent. The Respondent has written a letter to the Assistant Labour Commissioner (C) as in Ex. M11 stating

that the case of the Petitioner was not considered because there is no shortage of Grade 'D' staff and further stated that the installation unit where the Petitioner was working was closed.

16. The Petitioner has worked for about 9 years continuously as a part time worker and she comes under the definition of workman under Industrial Disputes Act, 1947. When the Petitioner was retrenched the Respondent is expected to retrench the workman as per the procedure under Sec. 25F of Industrial Disputes Act, 1947. Therefore, the termination or retrenchment of the Petitioner is in violation of Sec. 25 F of Industrial Disputes Act, 1947. Since the Respondent has not given one month notice in writing indicating the reasons for retrenchment and further the Petitioner was not paid one month wages in lieu of the notice and further Petitioner was not paid the retrenchment compensation of 15 days average pay for every completed year of service. Therefore, the retrenchment or termination of the Petitioner is illegal.

17. In view of the circumstances, I hold that the termination of services of the Petitioner w.e.f. 18-5-2002 is illegal and not justified and the Respondent is directed to reinstate the Petitioner without back wages. It is further directed that the Respondent should consider the Petitioner for conversion into full time casual labour under the relevant scheme and the rules. If the Petitioner is not eligible under the said rules for conversion into full time casual labour, the Respondent is at liberty to retrench the Petitioner only by following the procedure laid down for retrenchment under the Industrial Disputes Act, 1947.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 23rd day of May, 2007.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner :	Witnesses examined for the Respondent :
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WW1 : Smt. M. Jangamma	MW1 : Sri S.P.L. Narasimham
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Documents marked for the Petitioner

Ex. W1 : Copy of letter No. TA/DGM(SI)/CM/2002-2003/69 dt. 15-2-2002
Ex. W2 : Copy of service particulars
Ex. W3 : Copy of letter No. 269-13/99-STN-II dt. 25-8-2000
Ex. W4 : Copy of letter No. TA/AO(1)/CM/01 dt. 10-1-2001
Ex. W5 : Copy of letter No. TA/AO(1)/Casual Mazdoors/15 dt. 30-3-2001
Ex. W6 : Copy of letter No. TA/DGM(SI)/CMS/2000-2001/29 dt. 10-5-2001

Ex. W7 : Copy of letter No. TA/DE-SWI-HD/TSM/04-05/13 dt. 14-5-2004

Documents marked for the Respondent

Ex. M1 : Copy of DOT Lt. No. 269/39-84-STN dt. 14-8-84

Ex. M2 : Copy of DGP & T letter No. 270/6/84-STN dt. 30-3-1985

Ex. M3 : Copy of DOT letter No. 270/6/84-STN dt. 22-6-88

Ex. M4 : Copy of DGT letter No. 269-10/89-STN dt. 7-11-1989

Ex. M5 : Annexure to Ex. M4 reg. Casual Labourers (Grant of Temporary Status and Regularization) Scheme
Ex. M6 :

Ex. M6 : Copy of DGT letter No. 269-10/89-STN dt. 17-12-90

Ex. M7 : Copy of letter No. 269-10/89-STN-II dt. 14-8-98

Ex. M8 : Copy of letter No. 269-4/93-STN-II (Pt.) dt. 12-2-

Ex. M9 : Copy of letter No. 269-13/99-STN-II dt. 16-9-1999

Ex. M10 : Copy of letter No. 269-13/99-STN-II dt. 25-8-2000

Ex. M11 : Copy of letter No. SR-203/PT/KW-II/2000-01/13 dt. 5-10-2004

Ex. M12 : Certified copy of resolution passed by Board of Directors, BSNL, in 74th meeting dt. 3-3-2006

नई दिल्ली, 7 जून, 2007

का.आ. 1904.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाराष्ट्र इलेक्ट्रोस्मेल्ट लिमिटेड के प्रबंधकों के सम्बद्ध निवृत्तों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/ग्राम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 12/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-6-2007 को प्राप्त हुआ था।

[सं. एल-42011/71/2006-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 7th June, 2007

S.O. 1904.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Maharashtra Electrosnelt Ltd and their workman, which was received by the Central Government on 7-6-2007.

[No. L-42011/71/2006-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/12/2007

Petitioner, Party No. 1 :

The General Secretary,
Maharashtra Electrosnelt Theka Mazdoor Union,
(Lal Bawta), Anand Bhawan,
Bhanupeth Ward,
Chandrapur

versus

Respondent Party No. 2 :

The Executive Director,
Maharashtra Electrosnelt Ltd.,
Mul Road,
Chandrapur (MS)

AWARD

(Dated : 25th May, 2007)

1. The Central Government after satisfying the existence of disputes between The General Secretary, Maharashtra Electrosnelt Theka Mazdoor Union (Lal Bawta), Anand Bhawan, Bhanupeth Ward, Chandrapur Party No. 1 and The Executive Director, Maharashtra Electrosnelt Ltd., Mul Road, Chandrapur (MS) Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-42011/71/2006-IR (DU) dt. 12-1-2007 under clause (d) of sub Section (1) and sub Section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the Management of Maharashtra Electrosnelt Ltd., in not revising the wages w.e.f. 1-1-1997 in respect of the contract workers, and in not extending other benefits, to them at par with the regular employees of the company, is legal and justified? If not, to what relief the workmen are entitled to?"

3. The management has filed a Writ and a copy of a judgement in Writ Petition No. 1104/2007 Maharashtra Electrosnelt Ltd., Mul Road, Chandrapur Vs. Union of India and 3 others dt. 3-5-2007. The Hon'ble High court of Judicature at Bombay, Nagpur Bench, Nagpur in the above Writ Petition quashed and set aside the order of the Ministry No. L-42011/71/2006-IR (DU) Dt. 12-1-2007. It also quashed and set aside the proceedings consequential to the above order initiated before the CGIT Nagpur under the same Judgement. In view of the above judgement of the Hon'ble High Court the Reference No. 12/2007 is disposed of. It stands as dismissed. Accordingly it is answered in the negative that the petitioners are not entitled for any relief as claimed by them.

Hence this negative award.

Dated : 25-5-2007

A. N. Yadav, Presiding Officer

नई दिल्ली, 19 जून, 2007

का.आ. 1905.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 208 दिनांक 11 जनवरी, 2007 द्वारा खनिज तेल (कच्चा तेल) मोटर और विमानन स्मिरेट, डीजल तेल, सिट्टी का तेल, ईंधन तेल, विविधा हाईड्रोकार्बन तेल और उनके मिश्रण जिनमें सिंथेटिक तेल और इसी प्रकार के तेल शामिल हैं के निर्माण या उत्पादन में लगे उद्योग सेवाओं में है, जोकि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 26 में शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 16-1-2007 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 16-7-07 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा.सं. एस-11017/6/97-आई आर (पी एल)]

गुरजोत कौर, संयुक्त सचिव

New Delhi, the 19th June, 2007

S.O. 1905.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 208 dated 11-1-2007 the services in industry engaged in manufacture or production of mineral oil (crude oil) motor and aviation spirit, diesel oil, kerosene oil, fuel oil, diverse hydrocarbon oils and their blends including synthetic fuels, Lubricating oils and the like which is covered by item 26 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a Public Utility Service for the purpose of the said Act, for a period of six months from the 16th January 2007.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a Public Utility Service for the purpose of the said Act, for a period of six months from the 16th July, 2007.

[F.No.S-11017/6/97-IR(PL)]
GURJOT KAUR, Jt. Secy.

नई दिल्ली, 21 जून, 2007

का.आ. 1906.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जुलाई, 2007 को उस तारीख के रूप में नियत करती है जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध पंजाब के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

"नगर पालिका रोपड़ की सीमाओं के अन्तर्गत आने वाले सभी क्षेत्र।"

[सं. एस-38013/16/07-एस एस-1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 21st June, 2007

S.O. 1906.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st July, 2007 as the date on which the provisions of Chapter-IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :

"Areas within the limits of Municipal Committee, Roopar."

[No. S-38013/16/2007-SS-1]

S.D. XAVIER, Under Secy.

नई दिल्ली, 22 जून, 2007

का.आ. 1907.—भारत के राजपत्र भाग-II खण्ड 3 उप खण्ड (ii) दिनांक 20 जनवरी, 2007 में का.आ. संख्या 205 के तहत प्रकाशित श्रम और रोजगार मंत्रालय की अधिसूचना में निम्नलिखित प्रविष्टियाँ अंतः स्थापित की जाएंगी, अर्थात् :

क्रम संख्या

38. मैसर्स राष्ट्रीय लघु उद्योग विस्तार प्रशिक्षण संस्थान, हैदराबाद
39. मैसर्स आई टी आई लिमिटेड, रायबरेली
40. मैसर्स हिन्दुस्तान एयरोनॉटिक्स लिमिटेड, कानपुर
41. मैसर्स हिन्दुस्तान एयरोनॉटिक्स लिमिटेड, हैदराबाद
42. मैसर्स भारतीय हस्तशिल्प और हथकरघा निर्यात निगम लिमिटेड
43. मैसर्स न्यू मंगलौर पोर्ट ट्रस्ट, मंगलौर
44. मैसर्स हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड (सभी इकाइयाँ)

45. मैसर्स मोरमुगाओ पोर्ट ट्रस्ट, गोवा
 46. मैसर्स एच एम टी लिमिटेड, बंगलुरु (सभी इकाइयां/कार्यालय)

[सं. एस-38014/46/2006-एस एस-I]
 एस. डी. जेवियर, अवर सचिव

New Delhi, the 22nd June, 2007

S.O. 1907.—In the Notification of the Ministry of Labour & Employment published in the Gazette of India, Part-II, Section 3, sub-section (ii) dated 20th January, 2007 vide S.O. No. 205, the following entries shall be inserted namely :

Sl. No.

38. M/s. National Institute of Small Industry Extension Training, Hyderabad.

39. M/s. I.T.I. Limited, Raebareli.
 40. M/s. Hindustan Aeronautics Limited, Kanpur.
 41. M/s. Hindustan Aeronautics Limited, Hyderabad.
 42. M/s. Handicraft & Handloom Exports Corporation of India Ltd.
 43. M/s. New Mangalore Port Trust, Mangalore.
 44. M/s. Hindustan Petroleum Corporation Limited (All Units).
 45. M/s. Mormugao Port Trust, Goa.
 46. M/s. H.M.T. Limited, Bangalore (All Units/Offices).

[No. S-38014/46/2006-SS-I]
 S.D. XAVIER, Under Secy.